

TO PERMANENTLY LOCK AND SEAL

REMOVE TEMPORARY HOOKED HINGE
ROD AND INSERT STRAIGHT PERMANENT
LOCKING ROD (FOUND IN ENVELOPE). SCREW
SEALING SCREW INTO THREADED END OF
HINGE TO GROOVE AND BREAK IT OFF.



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McMILLAN BOOK Co.,
SYRACUSE, N. Y.

BUILDING CODE continued,

Classification	Live Load No. S. Ft.
12--PUBLIC BUILDINGS	
First floor.....	100
Corridors.....	120
Auditoriums--	
Fixed seats.....	80
Movable.....	120
Stairs--	
Main.....	120
Others.....	100
(Special structures such as stadiums, exhibition buildings, etc., be assigned loads according to use)	
13--GARAGE	
First floor.....	120
Above 1st floor... ..	100
Ramps.....	120
Stairs.....	80
(Special structures such as repair shops, freight transfer buildings and other buildings with bearing loads should be assigned loads according to use)	
14-- OTHER NON-RESIDENTIAL BUILDINGS	
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(END OF STATE CODE)	

CLASSIFICATION OF BUILDINGS BY OCCUPANCY

SUB SECTION 1
(State Code)

Classification

(1) For the purpose of codifying existing laws rules and regulation, all buildings shall be classified according to the manner of occupancy, as follows:

- I. One-family dwellings (farm buildings excluded).
- II Two family dwellings (farm buildings excluded).
- III Multi-family dwellings.
- IV Hotels and Clubs, etc.
- V Office Buildings.
- VI Stores and other Merchandise
- VII Factories and work shop
- VIII Amusement places.
- IX Churches
- X Institutions.
- XI Schools
- XII Public Buildings
- XIII Garages
- XIV Other Non-Residential Buildings

Defined. Family Dwellings and Accessory Buildings

(2) I--FAMILY DWELLINGS**

A one family dwelling shall be construed to mean and include all buildings in which sleeping accommodations are provided and used by the members of one family.

(The renting of space in such a building will automatically change its classification.

height
Buildings of this class converted into rooming, boarding or lodging houses shall not be over 30 feet high and shall conform to the requirements of the State Housing Laws of Indiana)

Includes Double Houses

This class shall include parsonages, parish houses and double houses which are classed as two single dwellings under one roof.

1A--ACCESSORY BUILDINGS

Defined

Buildings of this type shall include all buildings built on the rear of the same property as the residence building.

Building Included

This class includes garages (one to three cars), small shop (as provided in the State Zoning Laws), or places for storage or in which sleeping accommodations are provided for not more than (2) two persons.

(3) II-- TWO FAMILY DWELLINGS

Defined

A two family dwelling shall be construed to mean and include all buildings in which sleeping accommodations are maintained and provided for two independent families. (If such building shall be removed or added onto in any manner, the new work shall conform to the State Housing Laws of Indiana). (The renting of space in such a building will automatically change its classification.

Height

Buildings of this class converted into rooming, boarding or lodging houses, shall not be over 30 feet high and shall conform to the requirements of the State Housing Laws of Indiana.) Includes Double Houses

This class shall include duplex houses.

IIA--ACCESSORY BUILDINGS

Defined

Buildings of this type shall include all buildings built on the rear of the same property as the residence buildings.

Building Included

This class includes garages (one to three cars), small shops (as provided in the State zoning Laws), or places for storage or in which sleeping accommodations are provided for not more than two (2) persons.

(4) III--MULTI-FAMILY DWELLINGS

Defined

Multi-family dwellings shall be construed to mean and include all buildings in which sleeping accommodations are maintained and provided for more than two independent families.

Buildings of this class shall be construed and maintained under the requirements of the State Housing Laws of Indiana.

Building Included

This class shall include apartment houses, tenement houses, studio apartments, and family hotels and double duplex houses.

IIIA ACCESSORY BUILDINGS

Defined

Buildings of this type shall include all buildings built on the rear of the same property as the residence buildings.

Building Included

This class includes storage garages for more than three cars, domestic heating plants in separate building, small shops, (as provided in the State Zoning Laws,) or places for storage or in which sleeping accommodations are provided for not more than two (2) persons.

(5) IV--HOTELS, CLUBS, ETC.

Hotels, Clubs, etc. Defined.

Buildings of this class shall be construed to mean and include any building or portion thereof, designed or used for supplying food or shelter to residents or guests, and containing more than 15 sleeping rooms above the first story.

Buildings of this class shall conform to the State Laws governing the operation and licensing of hotels, lodging houses, etc.

Building Included

This class shall include Bachelor Apartments, Studio (Bedroom combination) Dormitories, Hotel, Lodging Houses, Rooming Houses, Clubs.

(6) V--OFFICE BUILDINGS

Office Buildings Defined

Buildings of this class shall include all office buildings, two stories or more in height.

(7) VI--STORES AND OTHER MERCANTILE BUILDINGS

Store and Other mercantile Buildings Defined

Buildings of this class shall be construed to mean and include all buildings used for an adapted to the transaction of business, selling of merchandise, including stocks of material either new or made up for sale.

Building Included

Building of this class shall include stores, department stores, specialty shops, permanent trade show buildings in which stocks are displayed.

(8) VII--FACTORIES AND WORK SHOPS

Factories and Work Shops defined

Buildings of this class shall be construed to mean and include all buildings used for the storing of raw materials and manufacture of materials for sale purposes.

Building Included

Buildings of this class shall include factories, printing buildings, book binder, ware houses and work shops.

(9) VIII--AMUSEMENT PLACES

Amusement places defined

Buildings of this class shall be construed to mean and include all buildings used for entertainment and amusement of the public.

Building Included

Buildings of this class shall be construed to mean and include all Theatres, Motion Picture theatres, Billiard and Bowling alleys, Skating rinks, (Ice and Roller Skates) arcades, buildings and apparatus used in amusement parks.

(10) IX--CHURCHES

Churches Defined

Building of this class shall be construed to mean and include all building used for purposes of worship and religious instruction.

Building Included

Buildings of this class shall include churches, parish houses and recreation buildings and Sunday school buildings in connection with churches.

Parsonages

(Parsonages, or rectories shall conform to the rules of this classification if they are built as a part of the Church). Preaching auditoriums in separate buildings.

(11) X--INSTITUTIONS.

INSTITUTIONS

INSTITUTIONS

Institutions Defined

Buildings or groups of buildings shall be construed to mean and include all buildings used for purposes of voluntary or forcible detainment or for safety, punishment, observation, or instruction.

Building Included

Buildings, or groups of buildings of this class shall include armories, asylums, detention buildings, police stations, jails, reformatories, penitentiaries, hospitals, sanitariums and bath houses.

(12) XI--SCHOOLS. (EDUCATIONAL AND INSTRUCTIONAL BUILDINGS)

Schools. Educational and Instructional).

Buildings or groups of buildings shall be construed to mean and include all buildings used for purpose of instruction by means of investigation, observation, and recitations.

Defined

Buildings of this class shall include Colleges, Universities, Libraries, Museums, Clinical buildings, parochial and public schools, grade and high schools, academies, seminaries and gymnasiums.

Building Included

Laboratories, recitation and research buildings, judging pavilions and instruction and experimental shops and observatories.

13 XII--PUBLIC BUILDINGS

Public Buildings Defined

Buildings of this class shall be construed to mean and include all buildings accessible to the public, and in which people may congregate for civic, political, or transportation purposes.

Buildings included
Buildings of this class shall include City Halls, State Houses, State office buildings, Civic centers, civic coliseum, State and County Fair buildings, Amphitheatres, stadiums, bleachers. (permanent and temporary) outdoor theatres, railway stations, Pier houses and wharfs, bridges, viaducts, lodge buildings, Public halls, Exhibit on buildings.

(14) XIII--GARAGES, CAR BARN, ROUNN HOUSES, ETC.

Garages, Car Barns, Round Houses, Etc. Defined

Buildings of this class shall be construed to mean and include all buildings used to house animals, or in which to repair internal combustion, motor driven or steam driven vehicles: street cars, interurban, locomotives and railroad cars.

Buildings Included

Buildings of this class shall include automobile sales repair and storage buildings, car barns, car repair shops, locomotive shops, round houses, coal storage structures, freight houses freight transfer buildings, railroad shops. (Steam and electrical). Stables and buildings belonging to stock yards and slaughter houses.

(15) XIV OTHER NON RESIDENTIAL BUILDINGS

Other Non-Residential Buildings Defined

Buildings of this class shall be construed to mean and include all buildings of non-residential character used for miscellaneous used affecting the life and safety of the public or of those persons engaged in working for compensation in such structures or buildings.

Buildings Included

Buildings of this class shall include Power houses, Private, Municipal and public service plants (Hydro steam and producer gas), gas plants heating plants.

(Private Municipal and public service plants, Oil storage, oil refineries, Dry cleaning, abitors, cold storage plants, slaughter houses, packing houses, canneries, creameries,

ice cream plants, condensed milk plants, soft drink bottling plants, drug and medicine plants, restaurants, bakeries, food shops, groceries, meat markets, Ice plants, Foundries, Scapfactories, Smoke houses, grain elevators, coffee roasters, cool storage plants. Heat treating plant and other metallurgical plants.

CONCENTRATED AND IMPACT LOADS

Section 133, Cont'd

Concentrated and Impact Loads

(d) Be it further ordained, that if heavy concentrated loads such as safes armatures or other special are likely to occur on floors special provision shall be made for them.

For Moving Machinery

(e) For structures carrying, traveling or moving machinery fifty (50) per cent shall be added to the static resulting from such live loads to provide for the effects of impact and vibration.

STRENGTH OF EXISTING FLOORS TO BE CALCULATED

SECTION 134

Loads on Floors of existing Buildings

(a) Be it further ordained that when required by building commissioner, the owners or agents of warehouses and stores where heavy materials are stored, and buildings or parts of buildings in which manufacturing is carried on, shall furnish the commissioner of Buildings with a statement made by a competent architect, engineer or builder, showing the size of the beams and floors of such buildings.

Statement to be Filed

(1) The statements shall also contain the evenly distributed load in pounds per square foot which the owner or agent desires to carry on the floors described.

Commissioner to Examine Statements

(c) The Building Commissioner shall examine every such statement when it has been filed, and shall determine the maximum load or loads that shall be allowed on the floors described and such

maximum loads shall not be greater than would be allowable under the provisions of the ordinance.

Authority to Enter Buildings and Make Examinations at Cost of Owner or Agent

(d) The officers and employees of the office of the Commissioner may enter any buildings for the purpose of verifying the statement relating thereto, or to obtain further information regarding the construction of such buildings, and may make measurements and remove portions of flooring or ceiling or other parts that are deemed necessary to make the examination complete, cost if any, to be at the expense of the owner or agent of the building.

Determine Maximum Allowable Loads

(e) The Commissioner may enter any such building for the purpose of such an examination, and shall determine the maximum allowable loads without the statements as herein provided, if such action is deemed desirable.

Maximum Load to Be Posted

(f) When the maximum load or loads have been determined, the owner or agent shall be notified and the owner shall post the amount said maximum loads in a conspicuous place on each floor or part thereof to which it relates.

VERTICAL SUPPORTS

SECTION 135

Bearing strength of Vertical Supports

Be it further ordained that every column, post, or other vertical support shall be of sufficient strength to bear safely the weight of the portion of each and every floor depending upon it for support, in addition to the weight required as before stated to be supported safely upon said portions of said floors.

LOADS ON FLOORS TO BE DISTRIBUTED

SECTION 136

Distributed Loads

(a) Be it further ordained that the weight placed on any of the floors of any building shall be safely distributed thereon.

Redistribution of Loads

(b) The Building Commissioner may require the owner or occupant of any building, or any portion thereof, to redistribute the load on any floor or to lighten such load where it is necessary for safety.

STRENGTH OF TEMPORARY SUPPORTS

SECTION 137

Temporary supports

(a) Be it further ordained that every temporary support under any structure, all girder or beam during the erection, finishing, alteration, or repairing of any building or structure or any part thereof, shall be of sufficient strength to safely carry the load to be placed thereon.

Prohibiting Loads on any Floor in Excess of Safe Live Load

(b) During the construction or alteration of any building or structure, no material entering into such construction or alteration, shall be placed on any floor in any greater weight than the live load that each floor is intended to safely sustain when the building or structure is completed.

LOADS ON COLUMNS REDUCTION OF LIVE LOADS

SECTION 138

Minimum Loads

(a) Be it further ordained that for columns the specified live and dead loads shall be used with a minimum total load of 20,000 pounds per column.

Reduced Live Loads

Columns shall be designed for the full dead loads and not less than the following live loads:

Columns

(b) For columns supporting the roof and top floor, and full live load

(c) For columns supporting each succeeding floor, a reduction of five (5) percent of the total live load may be made until fifty (50) percent is reached within reduced live load shall be used for the columns supporting all remaining floors.

(d) This reduction shall not apply to the live loads on columns of ware houses and similar buildings which are likely to be fully loaded on all floors at the same time.

WEIGHT OF MATERIAL

SECTION 139

Weight of Materials

Be it further ordained that the weight of building materials used in the calculation of stresses shall be taken as not less than the following:

Cubic Feet Schedule--Masonry

	LBS.
Brick masonry, per cubic foot.....	120
Rubble Masonry, per cubic foot.....	150
Concrete, per cubic foot.....	144
Granite--Stone	
Granite, per cubic foot.....	170
Limestone, per cubic foot.....	160

LES

Wood	
White pine, per cubic foot.....	24
Yellow Pine, per cubic foot.....	40
Oak, per cubic foot.....	48
Terro Cotta	
Terra Cotta or tile, per cubft. solid.....	120
Slate	
Slating, per square foot.....	6
Lath and plaster, per square foot	10
Gravel roof, per square foot.....	15

ALLOWABLE SAFE LOADS ON MASONRY

SECTION 140

Masonry Work

(a) Be it further ordained that the allowable safe loads in bearing and compression on masonry work shall not exceed the following values in pounds per square inch:

Brick Masonry

Maximum unit working stresses (pounds per square inch)

Unit	Portland cement mortar	Natural cement or cement-lime mortar	Lime mortar
Brick (clay) medium grade.....	170	130	90
Sand lime brick.....	170	130	90
Concrete brick.....	170	130	70
Natural Masonry			

Unit	Maximum unit working stresses (pounds per square inch) laid in		
	Portland cement mortar	Cement-lime or natural cement mortar	Lime Mortar
Granite.....	800	640	400
Limestone.....	500	400	250
Marble.....	500	400	250
Sandstone.....	400	320	160

Concrete Block Masonry

Maximum unit working stresses (pounds per square inch gross area) laid in--

Unit	Portland cement mortar	Cement lime or natural cement mortar
Hollow Concrete Block.....	80	70
Hollow Concrete Tile.....	80	70
Hollow Clay Tile.....	80	70

Monolithic Concrete--Plain

Maximum unit working stresses (pounds per square inch)

Portland Cement Concrete	
Plain--Machine Mix--1-2-4.....	400
Plain--Machine Mix--1-2-5.....	350
Plain Machine Mix--1-3-6.....	300
Plain--Hand Mix--1-2-4.....	350

Crushing Strength, Common Brick

(b) Common brick, for the above values of brick work, shall show a crushing strength of not less than 1,800 pounds per square inch.

Hard-burned Brick

(c) Hard-burned brick for the above value of brick work shall show a crushing strength of not less than 2,300 pounds per square inch.

Height of Brick Piers

(d) Isolated piers of concrete, brick or stone masonry shall not be higher than six times their least lateral dimensions, unless the above unit stresses are reduced according to the following formula:

$$F-C = \left(1.25 - \frac{H}{24D} \right)$$

Formula for High Masonry Piers

Where P equals the reduced allowable stress

Where C equals the original unit stress in the above table.

Where H equals the height of the pier in feet.

Where D equals the least lateral dimension of the pier in feet.

Piers of Concrete

No pier of concrete, brick or stone masonry shall exceed in height twelve times its least lateral dimension.

The weight of the pier shall be added to the other loads in computing the load to be carried by the pier

ALLOWABLE SAFE STRESSES AND SPECIAL REQUIREMENTS FOR TIMBER

SECTION 111

Extreme Fiber Stresses

(a) Be it further ordained that the allowable safe stresses for timber shall not exceed the following values in pounds per square inch:

	Compression		Shear	
	Extreme fiber stress and tension	with grain across grain	With grain across grain	
Long Leaf				
Yellow Pine	1,600	1,200	125	1,200
Oak.....	1,400	1,000	125	1,000
Short Leaf				
Yellow Pine	1,300	1,000	105	1,000
Cypress.....	1,300	1,100	100	1,100
Fir.....	1,600	1,200	100	1,200

Formulas for Wooden Posts

(b) The unit stress on timber posts shall not exceed the values from the following formulas:

$$P = C \left(1 - \frac{L}{80d} \right)$$

P equals safe load in pounds per square inch of column cross section.

C equals allowable working compressive strength of timber in pounds per square inch with grain.

L equals unsupported length of post or column in inches.

D equals least dimension of post in inches.

Be it further ordained that the allowable safe loads on wooden beams uniformly loaded shall not exceed the values (in pounds) from resulting from the following formulas:

When allowable stress in extreme fiber is 1,600 lbs. per sq. in.

$$\text{Safe load equals } \frac{177.77 b d^2}{L}$$

When allowable stress in extreme fiber is 1,500 lbs. per sq. in.

$$\text{Safe load equals } \frac{166.66 b d^2}{L}$$

When allowable stress in extreme fiber is 1,400 lbs. per sq. in.

$$\text{Safe load equals } \frac{155.55 b d^2}{L}$$

When allowable stress in extreme fiber is 1,300 lbs. per sq. in.

$$\text{Safe load equals } \frac{144.44 b d^2}{L}$$

When allowable stress in extreme fiber is 1,200 lbs. per sq. in.

$$\text{Safe load equals } \frac{133.33 b d^2}{L}$$

When allowable stress in extreme fiber is 1,100 lbs. per sq. in.

$$\text{Safe load equals } \frac{122.22 b d^2}{L}$$

When allowable stress in extreme fiber is 1,000 lbs. per sq. in.

$$\text{Safe load equals } \frac{111.11 b d^2}{L}$$

When allowable stress in extreme fiber is 900 lbs. per sq. in.

$$\text{Safe load equals } \frac{100 b d^2}{L}$$

In Which formulas--

B equals the width or thickness of beam in inches.

D equals the depth of beam in inches.

L equals the span of beam in feet.

No loads on beam whose span is less than ten times the depth of the beam shall exceed the safe load as determined by the allowable horizontal shear stress as given in this code for the species of timber used.

(c) The maximum length of a timber post or column shall not exceed thirty diameters.

Defects in Timber to be Avoided

(d) Timber used for building purposes shall be sound, well manufactured, close grained, free from wind shakes, or from dead loose, decayed, encased or pitch knots, or knots and other defects that will materially impair its strength and durability.

ALLOWABLE SAFE LOADS ON WOODEN BEAMS

SECTION 142

Formulas for Safe Loads on Wooden Beams

(a) Be it further ordained that the allowable safe loads on wooden beams uniformly loaded shall not exceed the following values (in pounds):

Long-leaf Pine

For long-leaf yellow pine--

Safe load equals $\frac{135 BH-2}{L}$

Oak

For oak--

Safe load equals $\frac{110 BH-2}{L}$

Short-Leaf Pine

For short-leaf yellow pine--

Safe load equals $\frac{100 BH-2}{L}$

Cypress

For cypress--

Safe load equals $\frac{65 BH-2}{L}$

Formulas--Values defined

In which formulas--

B equals the width of beam in inches

H equals the height of beam in inches

L equals the span of beam in feet.

STANDARD SPECIFICATIONS FOR STRUCTURAL STEEL FOR BUILDINGS AS ADOPTED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION

STRUCTURAL STEEL

SECTION 143

1. This Specification defines the practice adopted by the American Institute of Steel Construction for the design fabrication and erection of structural steel for buildings.

GENERAL SPECIFICATIONS

Major Requirements

2. Be it further ordained that to obtain a satisfactory structure, the following major requirements shall be fulfilled.

Uniform Quality

(a) The material used shall be suitable, of uniform quality, and without defects affecting the strength or service of the structure.

Design

(b) Proper loads and conditions shall be assumed in the design.

Stresses

(c) The unit stresses shall be suitable for the material used.

Workmanship

(d) The workmanship shall be good, so that defects or injuries are not produced in the manufacture

Computations

(e) The computations and design shall be properly made so that the unit stresses specified shall not be exceeded and the structure and its details shall possess the requisite strength and rigidity.

MATERIAL

Standard Specifications

(3. Structural steel shall conform to the Standard Specifications of the American Society for Testing Materials for Structural Steel for Buildings, Serial Designation A 9-21, as amended to date.

LOADING

Dead Weight

4. (a) Steel structures shall be designed to sustain the dead weight imposed upon them, including the weight of the steel frame itself, and, in addition, the maximum live loads as specified in each particular case.

Proper provisions shall be made for temporary stresses caused by erection.

Impact or Vibration

(b) In cases where live loads have the effect of producing impact or vibration, a proper percentage shall be added to the static live load stresses to provide for such influences, so that the total stress found in any member is an equivalent static stress.

Wind Stresses

(c) Proper provision shall be made for stresses caused by wind both during erection and after completion of the building.

During Erection--Finished Structure

The wind pressure is dependent upon the conditions of exposure, but the allowable stresses specified in section (5), paragraph (f) and (g) are based upon the steel frame being designed to carry wind pressure of not less than twenty (20) pounds per square foot on the vertical projection of exposed surfaces during erection, and fifteen (15) pounds per square foot on the vertical projection of the finished structure.

Reaction Points

(d) Proper provision shall be made to securely fasten the reaction points of all steel construction and transmit the stresses to the foundation of the structure.

ALLOWABLE STRESSES

Maximum Static

5. All parts of the structure shall be so proportioned that the sum of the maximum static in pounds per square inch shall not exceed the following:

Tension

(a) Tension--Rolled steel, on net section.....18,000

(b) Compression--Rolled steel, on short lengths or where lateral deflection is prevented.....18,000

On gross section of columns.....18,000

1 plus $\frac{L^2}{18,000r^2}$

with a maximum of15,000

In which L is the unsupported length of the column, and r is the corresponding least radius of gyration of the section, both in inches.

For main compression members, the ratio L-r shall not exceed 120, and for bracing and other secondary members, 200.

Bending

(c) Bending--On extreme fibers of rolled shapes, and built up sections, not section if lateral deflection is prevented.....18,000

When the unsupported length L, exceeds 15 times b, the width of the compression flange, the stress in pounds per square inch in the latter shall not exceed--

$$1 \text{ plus } \frac{\frac{20,000}{L-b}}{2,000b-2}$$

Unsupported Lengths

The laterally unsupported length of beams and girders shall not exceed 40 times b, the width of the compression flange.

Extreme Fibers of Pins

On extreme fibers of pins, when the forces are assumed as acting at the center of gravity of the pieces27,000..

SHEARING

Shearing Pins, Bolts, Rivets

(d) On pins.....13,500

On power-driven rivets.....13,500

On turned bolts in reamed holes with a clearance of not more than 1-50 of an inch.....13,500

On hand-driven rivets.....10,000

On unfinished bolts.....10,000

Beams and Girders

On the gross area of the webs of beams and girders, where h, the height between flanges in inches is not more than 60 times t, the thickness of the web in inches.....12,000

Gross Area

On the gross area of the webs of beams and girders if the web is not stiffened where h, the height between flanges in inches, is more than 60 times t, the thickness of the web, the maximum shear per square inch, S-A shall not exceed--

$$1 \text{ plus } \frac{\frac{18,000}{h-t}}{7,200t-2}$$

In which S is the total shear, and A is gross area of web in square inches.

BEARING

Bearing-- Pins, Bolts, Rivets

	Double Shear	Single Shear
(e) On pins.....	30,000	24,000
On power-driven rivets.....	30,000	24,000
On turned bolts in reamed holes.....	30,000	24,000
On hand-driven rivets.....	20,000	16,000
On unfinished bolts.....	20,000	16,000

On expansion rollers per linear inch 600 times the diameter of the roller in inches.

COMBINED STRESSES

Combined stresses-- Wind and other Loads

(f) For combined stresses due to wind and other loads the permissible working stress may be increased 33 1-3 per cent, provided the section thus found is not less than that required by the dead and live loads alone.

MEMBERS CARRYING WIND ONLY

permissible Working Stresses

(g) For Members carrying wind only, the permissible working stresses may be increased 33 1-3 per cent.

Symmetrical Members

Sections

(3. Sections shall preferably be symmetrical.

BEAMS AND GIRDERS

Rolled Beams

7. (a) Rolled beams shall be proportioned to the moment of inertia of their net section. Plate girders with webs fully splined for tension and compression shall be so proportioned that the unit stress on the net section does not exceed the stresses specified in section (5) as determined by the moment of inertia of the net section.

Plate Girder Webs

(b) Plate girder webs shall have a thickness of not less than $1/160$ of the unsupported distance between the flanges, but in no case shall the thickness of the web plate be less than $5/16$ of an inch.

Web Splices

(c) Web splices shall consist of a plate on each side of the web capable of transmitting the full stress through the splice rivets.

Stiffeners

(d) Stiffeners shall be required on the webs of rolled beams and plate girders at the ends and at the points of concentrated loads, and at other points where h , the clear distance between flanges is greater than $85t \sqrt{V-18,000}$ (A-3)-1, in which t is the thickness of the web. When stiffeners are required, the distance in inches between them shall not be greater than 6 feet.

When h is greater than 60 times t , the thickness of the web of a plate girder, stiffeners shall be required at distances not greater than 6 feet apart.

Stiffeners under or over concentrated loads shall be proportioned to distribute such loads into the web.

Plate Girder Stiffeners

Plate girder stiffeners shall generally be in pairs, one on each side of the web, and shall have a close bearing against the flange angles at points of concentrated loading; stiffeners over the end bearings shall be of plate fillers.

The pitch of rivet in stiffener shall not exceed 6 inches and not less than three times the diameter of rivets.

Flange Plates

(e) Flange plates of all girders shall be limited in width so as not to extend more than 6 inches or more than 12 times the thickness of thinnest plate beyond the outer row of rivets connecting them to the angles.

Crane Runway Girders

(f) Crane runway girders and the supporting framework shall be proportioned to resist the greatest horizontal stresses caused by the operation of the crane.

Rivets Between Stiffeners

(g) Rivets connecting the flanges to the web at points of direct load or the flange between stiffeners shall be proportioned to carry the resultant of the longitudinal and transverse shears.

Rivets Subjected to Bending

(h) Rivets connecting the flanges to the webs of plate girders and of columns subjected to bending shall be so spaced as to carry the increment of the flange stress between the rivets.

COLUMN BASES

Loads

8(a) Proper provision shall be made to distribute the column loads on the footings and foundations.

Bearing

(b) The top surface of all column bases shall be planed for full column bearing.

Setting

(c) Column bases shall be set true and level with full bearing on the masonry, and be properly secured to the footings.

EXCENTRIC LOADING

Stresses

9. Full provision shall be made for stresses caused by eccentric loads.

Combined Stresses

Direct and Bending

10. (a) Members subject to both direct and bending stresses shall be so proportioned that the greatest combined stresses shall not exceed the allowed limits.

Tension and Compression

(b) All members and their connections which are subject to stresses of both tension and compression due to the action of live loads shall be designed to sustain stress giving the largest section, with 50 per cent of the smaller stress added to it.

Action of Wind

If the reversal of stress is due to the action of wind, the member shall be designed for the stress giving the largest section and the connections proportioned for the largest stress.

ABUTTING JOINTS

Splicing

11. Compression members when faced for bearing shall be spliced sufficiently to hold the connecting members accurately in place.

Other joints in riveted work, whether in tension or compression, shall be fully spliced.

NET SECTIONS

Tension Members

12. (a) In calculating tension members the net section shall be used and in deducting the

rivet holes they shall be taken $1/8$ inch greater in diameter than the nominal diameter of the rivets.

Pin-Connected

(b) Pin-connected tension members shall have the section through the pin hole 25 per cent in excess of the net section of the member, and a net section back of the pin hole equal to 75 per cent of that required through the pin hole.

RIVETS AND BOLTS

Proportioning Rivets

13. (a) In proportioning rivets the nominal diameter of the rivet shall be used.

Stresses

(b) Rivets carrying calculated stresses, and whose grip exceeds five diameters, shall have their number increased 1 per cent for each additional $1/16$ inch in the rivet grip.

Heating etc.

Special care shall be used in heating and driving such rivets.

Live Loads

(c) Rivets shall be used for the connections of main members carrying live loads with produce impact, and for connections subject to reversal of stresses.

BOLTS

How Used

(d) Finished bolts may be used in shop or field work where it is impractical to obtain satisfactory power driven rivets.

Dimension

The finished shank shall be long enough to provide full bearing, and washers used under the nuts to give full grip when turned tight.

Field Work

Unfinished bolts may be used in shop or field work for connections in small structures use for shelters, and for secondary members of all structures such as purlins, girts, door and window framing, alignment bracing and secondary beams in floor.

RIVET SPACING

Minimum Distance

14. The minimum distance between centers of rivet holes shall be three diameters of the rivet; but the distance shall preferably be not less than the following;

4 inches for $1\frac{1}{2}$ -inch rivets

3 inches for $1\frac{1}{8}$ -inch rivets

3 inches for 1-inch rivets

3 inches for $7/8$ inch rivets

2 inches for $3/4$ inch rivets

2 inches for $5/8$ inch rivets $1\frac{3}{4}$ inches for $1/2$ inch rivets.

Maximum Pitch

The maximum pitch in the line of stress of compression members composed of plate and shapes shall not exceed 16 times the thickness of the plate or shape, nor 20 times the thinnest enclosed plate or shape with a maximum of 12 inches, and at right angles to the direction of stress the distance between lines of rivets shall not exceed 30 times the thinnest plate or shape.

Built Sections

For angle in built sections with two gage lines, with rivets staggered, the maximum pitch in the line of stress in each gage line shall not exceed 24 times the thinnest plate with a maximum of 12 inches.

Tension Members

(b) In tension members composed of two angles, a pitch of 3 feet 6 inches shall be allowed and in compression members 2 feet, but the ratio 1-r for each angle between rivets shall not be more than $3/4$ of that for the whole member.

Maximum Width

(c) The pitch of rivets at the end of built compression members shall not exceed four diameters of the rivets for a length equal to $1\frac{1}{2}$ times the maximum width of the member.

Minimum Distance

(d) The minimum distance from the center of any rivet hole to a beveled edge shall be as follows:

$2\frac{1}{8}$ inches for $1\frac{1}{2}$ -inch rivets.

2 inches for $1\frac{1}{8}$ -inch rivets.

$1\frac{3}{4}$ inches for 1-inch rivets.

1 inch for $7/8$ inch rivets.

$1\frac{1}{2}$ inches for $3/4$ inch rivets.

$1\frac{1}{8}$ inches for $5/8$ inch rivets.

1 inch for $1/2$ inch rivets.

The maximum distance from any edge shall be 12 times the thickness of the plate but shall not exceed 6 inches.

CONNECTIONS

Calculated Stresses

15. (a) Connections carrying calculated stresses except for lacing, sag bars, or angles, hand rails, or beam connections, shall not have less than 2 rivets; or for field connections not less than 3 rivets.

Excentricity

(b) Members meeting at a joint shall have their line of center of gravity meet at a point if practicable; if not, provision shall be made for any excentricity.

Transmitting Stresses

(c) The rivets at the ends of any member transmitting the stresses into that member should have their centers of gravity in the line of the center of gravity in the line of the center of gravity of the member; if not, provision shall be made for the effect of the resulting eccentricity.

Pins

Pins may be so placed as to counteract the effect of bending due to dead load.

Bending Moments

(d) When a beam or girder "A" is connected to another member in such a manner that "A" acts as a continuous or fixed end beam, proper provision shall be made for the bending moments at such a connection.

Fillers

(e) Where stress is transmitted from one piece to another, through a loose filler, the number of rivets shall be properly increased; tight fitting fillers shall be preferred.

LATTICE

Compression Members

16 (a) The open sides of compression members shall be provided with lattice having the plates at each end and at intermediate points if the lattice is interrupted. The plates shall be as near the ends as practicable.

Calculated Stresses

In main members carrying calculated stresses the end tie plates shall have a length of not less than the distance between the lines of rivets connecting them to the flanges, and intermediate ones of not less than one-half of this distance.

Tie Plates

The thickness of tie plates shall not be less than one-fiftieth of the distance between the line of rivets connecting them to the segments of the members, and the rivet pitch shall not be more than four diameters.

Tie plates shall be sufficient in size and number to equalize the stress in the parts of the members.

Lattice Bars

(b) Lattice bars shall have nearly finished ends.

The thickness of lattice bars shall be not less than one-fortieth for single lattice and one-sixtieth for double lattice of the distance between end rivets; their minimum width shall be as follows:

Size of Rivets

For 15-inch channels, or built sections with $3\frac{1}{2}$ -inch and 4-inch angles-- $2\frac{1}{2}$ -inch ($\frac{3}{4}$ -inch rivets) or $2\frac{1}{2}$ inch ($\frac{7}{8}$ inch rivets)/

For 12 inch 10 inch and 9 inch channels or built sections with 3 inch angles-- $2\frac{1}{2}$ inch ($\frac{3}{4}$ -inch rivets)

For 8 inch and 7 inch channels, or built section with $2\frac{1}{2}$ inch angles--2 inch ($\frac{5}{8}$ inch rivets,) or $2\frac{1}{2}$ inch ($\frac{7}{8}$ inch rivets).

For 6 inch and 5 inch channels or built sections with 1 inch angles--1 $\frac{1}{2}$ inch ($\frac{1}{2}$ inch rivets) or $1\frac{3}{4}$ inch ($\frac{3}{4}$ inch rivets)/

Inclination

(c) The inclination of lattice bars to the axis of the members shall generally be not less than 45 degrees; but when the distance between the rivet lines in the flanges is more than 15 inches the lattice shall be double and riveted at the intersection if bars are used, or else shall be made of angles.

Ratio

(d) Lattice bars shall be so spaced that the ratio b/r of the flange included between their connections shall be not over $\frac{3}{4}$ of that of the member as a whole.

EXPANSION

Provisions

17. Proper provision shall be made for expansion and contraction.

MINIMUM THICKNESS

Exterior and Interior

18 Not steel less than 5-16 inch thick shall be used for exterior construction, nor less than $\frac{1}{4}$ -inch for interior construction, except for linings or fillers and rolled structural shapes.

Exceptions

These provisions do not apply to light structures such as awnings, marquees, fire escapes, light one-story buildings, or light miscellaneous steel work.

Gusset Plates

For trusses having end reactions of 35,000 pounds or over, the Gusset Plates shall be not less than $\frac{3}{8}$ inch thick.

ADJUSTABLE MEMBERS

Initial Stresses

19. The initial stress in adjustable members shall be a stress as not less than 5,000 lbs.

WORKMANSHIP

Standard Practice

20 a All workmanship shall be equal to the best practice in modern structural shops.

Drifting

(b) Drifting to enlarge unfair hole shall not be permitted.

Built Sections

(c) The several pieces forming built sections shall be straight and fit close together; and the finished members shall be free from twists, bends, or open joints.

Rolled Section

(d) Rolled sections, except for minor details, shall not be heat treated.

Castings

(e) Wherever steel castings are used, they shall be properly annealed.

PUNCHING

Size of Hole

(f) Material may be punched 1-16 inch larger than the nominal diameter of the rivets whenever the thickness of the metal is equal to or less than the diameter of the rivets plus 1/8 inch. When the metal is thicker than the diameter of the rivet plus 1/8 inch the holes shall be drilled or subpunched and reamed.

Rivets Hot Driven

(g) Rivets are to be driven hot, and wherever practicable, by power.

Heads

Rivet heads shall be of hemispherical shape and uniform size throughout the work for the same size rivet, full, neatly finished, and concentric with the holes.

After Driving

Rivets after driving shall be tight, completely filling the holes, and with heads in full contact with the surface.

Compression Joints

(h) Compression joints depending upon contact bearing shall have the bearing surfaces truly faced after the members are riveted.

Other Joints

All other joints shall be cut or dressed true and straight, especially when exposed to view.

Burning Torch

(i) The use of a burning torch is permissible if the burned metal is not carrying stresses during the burning.

Stresses shall not be transmitted into the metal through a burned surface.

PAINTING

Steel Parts Inaccessible

21. (a) Parts not in contact, but inaccessible after assembling shall be properly protected by paint.

Steel Work

(b) All steel work, except where encased in concrete shall be thoroughly cleaned and given a coat of acceptable metal protection well worked into the joints and open spaces.

Finished Surfaces

(c) Machine finished surfaces shall be protected against corrosion.

Field Painting

(d) Field painting is a phase of maintenance, but it is important that unless otherwise properly protected, all steel work shall after erection be protected by a field coat of good paint applied by a competent painter.

ERECTION

Steel Skeleton

22. (a) The frame of all steel skeleton buildings shall be carried up true and plumb.

Temporary Bracing

Temporary bracing shall be introduced whenever necessary to take care of all loads to which the structure may be subjected, including erection equipment and the operation of same. Such bracing shall be left in place as long as may be required for safety.

Bolting Up

(b) As erection progresses the work shall be securely bolted up to take care of all dead load, wind and erection stresses.

Excess Loads

(c) Wherever piles of material, erection equipment, other loads are carried during the erection proper provision shall be made to take care of stresses resulting from the same.

Alignment

(d) No riveting shall be done until the structure has been properly aligned.

Field Riveting

(e) Rivets driven in the field shall be heated and driven with the same care as those driven in the shop.

INSPECTION

Material and Workmanship

23. (a) Material or workmanship at all times shall be subject to the inspection of experienced engineers representing the purchaser.

Rejections

(b) Material or workmanship not conforming to the provisions of this Specification shall be rejected at any time if defects are found during the progress of the work.

Replacements

(c) The Contractor furnishing such material or doing such work shall promptly replace the same.

Factory Inspection

(d) All inspection as far as possible shall be made at the place of manufacture, and the Contractor or Manufacturer shall co-operate with the Inspector, permitting access for inspection to all places where work is being done.

FACTORS OF SAFETY

SECTION 144

Factors of Safety When Working Stress is not Prescribed

- (a) Be it further ordained that when the unit stress for any material is not prescribed in this Code the relation of allowable unit stress to ultimate strength shall be:
- Metal Concrete Timber Stone and Brick
 - For metal subjected to tension or transverse strains.....1 to 4
 - For reinforced concrete.....1 to 4
 - For timber.....1 to 3
 - For natural or artificial stones and brick and concrete masonry.....1 to 10

WIND PRESSURE

SECTION 145

Horizontal Wind Pressure

- (a) Be it further ordained that all structures exposed to wind shall be designed to resist a wind pressure acting horizontally in any direction, as follows:

Finished Structures

For finished structures, a pressure of twenty (20) pounds per square foot on the sides and ends of buildings and on the vertical projection of roof surfaces.

Process of Construction

In process of construction, a pressure of thirty (30) pounds per square foot on the vertical surfaces and the vertical projection of inclined surfaces of all exposed metal or other frame work.

Permissible Working Strains

- (b) For wind bracing and combined strains due to wind and other loading the permissible working strains may be increased twenty-five (25) per cent provided the sections thus found are not less than those required for the dead and live loads alone.

Moment of Stability

- (c) In no case shall the overturning moment due to the wind pressure exceed twenty-five (25) per cent of the moment of stability of the dead load of the structure.

IRON AND STEEL CONSTRUCTION MILLER CONSTRUCTION BUILDINGS

SECTION 146

Incasing of Columns

- (a) Be it further ordained that where columns are used to support iron or steel girders carrying inclosure walls, the said columns shall be of cast iron wrought iron or rolled steel, and of their exposed surfaces be constructed to resist fire by having a casing of masonry not less than five (5) inches in thickness on the outside surfaces, and all bonded into the masonry of the inclosure walls.

Between Brick Work and Columns

- (b) Between the said inclosing brick work and the columns there shall be a space of not less than one (1) inch which space shall be filled solidly with good mortar as the courses of brick work are laid

Incasing Outside Surface of Girders

- (c) The exposed sides of the wrought iron or steel girders shall be similarly covered in with masonry not less than four (4 in. inches in thickness on the outer surfaces and tied and bonded to the extreme outer edge of the flange or of beams or plates or angles connected to the beams, and project to within two (2 in.) inches of the outside surface of the brick casing.

Inside Surfaces of Girders

- (d) The inside surfaces of girders shall be similarly covered with brick work, or if projecting inside of the wall they shall be protected by terra cotta, concrete or other fire-proof material not less than four (4 in) inches in thickness.

Girders Required at Each Story

- (e) Girders for the support of the inclosure walls shall be placed at the floor line of each story.

Bases of Structural Iron and Steel columns

- (f) Structural iron and steel columns shall rest on either cast iron or steel bases, proportioned so as to distribute the entire load on the column safely to the concrete or grillage foundation.

Foundation

- (g) All columns shall be properly secured to the bases.

Framing--Independent of Walls

- (h) Every portion of a steel skeleton shall be strong enough to carry the superimposed load without relying upon the walls inclosing the frame and all structural members shall be connected continuously with riveted connections where accessible from the foundations to the top of the building.

Inspection

- (i) All metal columns, girders and beams and all portions of the structural steel of the skeleton shall be so designed where possible, that all connections shall be accessible after erection for the purposes of inspection, cleaning and painting.

STEEL AND WROUGHT IRON COLUMNS

SECTION 147

Least Thickness of Metal

- (a) Be it further ordained that no main part of a steel or wrought iron column shall be less than five-sixteenths (5--16) of an inch thick, not of less thickness than one sixteenth (1-16) of its unsupported width measured transversely between rivet centers.

Greatest Unsupported Length

- (b) No wrought iron or rolled steel columns shall have an unsupported length of more than forty times its least dimension or diameter.

(c) The ends of all columns shall be faced to a plane surface at right angles to the axis of the columns.

Connection

(d) All connection between columns shall be made with splice plates.

Rivets

(e) The joint may be effected by rivets of sufficient size and number to transmit the entire stress, and then the splice plates shall be equal in sectional area to the area of column spliced.

When the section of the columns to be spliced is such that splice plates cannot be used, a connection formed of plates and angles may be used, designed to properly distribute the stress.

Thickness of Stay Plates

(f) End and intermediate stay plates are to have a thickness of not less than 1-10 of the unsupported width measured transversely between rivet centers.

End stay plates shall have a length not less than the greatest width of the member.

Number of Rivets

(g) Intermediate stay plates are to have not less than four (4) rivets.

Lattice Bars

(h) Lattice bars shall be proportioned to the size of the member. they must not be less than:

Proportional

Two inches in width for members nine inches or less in width.

Two and one-quarter inches in width for members nine inches to twelve inches in width.

Two and one-half inches in width for members twelve inches to fifteen inches in width.

Thickness

(i) Single lattice bars shall have a thickness of not less than 1-40 of the distance between rivet centers connecting them to a member.

Double Lattice Bars

Double lattice bars must be connected by a rivet at the intersection and be not less in thickness than 1-60 of the distance between rivet centers connecting them to the members.

Single Lattice Bars

(j) Single lattice bars shall be inclined not less than 60 degrees to the axis of the member and double lattice bars at not less than 45 degrees to the axis of the member.

Length of Columns

(k) Steel and wrought iron columns shall be made in one, two or three story lengths and the material shall be rolled in one length wherever practicable to avoid intermediate splices.

Filling plates

(l) Where any part of the section of a column projects beyond that of the column below, the difference shall be made up by filling plates secured to column by the proper number of rivets.

Shoes

(m) Shoes of iron or steel, as described for cast iron columns, or built shoes of plates and shapes may be used, complying with all requirements.

CAST IRON COLUMNS

SECTION 148

Least Thickness

(a) Be it further ordained, that the thickness of metal in cast iron columns shall be not less than one-twelfth (1-12) the greatest lateral dimensions of cross section but never less than five-eighths of an inch.

Minimum Diameter

(b) No cast iron column shall exceed in height thirty times its least horizontal dimensions without having lateral support.

Test Holes

(c) All cast iron columns shall be of good workmanship and material, and shall be tested and inspected before being placed in position.

They shall be drilled with two one half (1) inch test holes, one on the lower surface and one on the upper surface of the columns as cast.

Imperfect Castings

(d) Whenever blowholes or imperfect ones are found in a cast iron column which reduces the area of the cross section at that point ten (10) per cent, such column shall be condemned.

Faced at End

(e) All columns shall be faced at the ends to a plane surface at right angles to the axis of the column.

Connection

(f) Columns shall be connected to each other by not less than four three quarter inch bolts through the two flanges and the intermediate plate.

Increased Thickness of Metal

(g) If the core of a column below a connection is larger than that above, the thickness of the metal in the top of the lower column shall be increased to make up the difference. This increased thickness shall be tapered down for a distance of not less than six (6) inches from the end of the column.

Brackets

(h) Every beam supported on the side of the cast iron column shall be carried on a bracket projecting out from the surface of the column no less than three (3) inches.

Depth

The depth of the bracket shall be not less than twice its projection, and it shall be strong enough to carry the full load of the beam.

Metal

(i) The metal in brackets lugs and flanges shall be not less than one (1) inch thick, and end lugs and flanges shall be strengthened by fillets and three quarter inch bracing ribs.

Shall not Rest on Wood

(j) Cast iron columns shall not be set on wood in any building and in fireproof or semi-fireproof buildings they shall not be set on stone plinths where liable to be subjected to fire.

Shoes Under Bottom Tier

(k) Iron or steel shoes or plates shall be used under the bottom tier of columns when necessary to properly distribute the load on the foundation. Shoes shall be planed on top and bottom.

FLOORS AND ROOF BEAMS

SECTION 149

Quality

(a) Be it further ordained that all floor and roof beams shall be full weight, straight and free from defects.

Bolts and Separators

(b) When two or more beams are used together they shall be connected by bolts and iron separators at intervals of not more than five (5) feet.

All beams twelve (12) inches and over in depth shall have at least two bolts to each separator. Distance between tie rods

(c) The distance between the rods in floors shall not exceed eight (8) feet and shall not exceed times the depth of floor beams and twelve inches and under.

Diameter

(d) The tie rods shall be not less than three quarters of an inch in diameter, and shall have nuts at both ends.

Bolts and tie Straps

(e) Beams resting on girders shall be riveted or bolted to same.

When beams are jointed on a girder, tie straps shall be used.

Secured Against Buckling

(f) The compression flange of plate girders shall be secured against buckling.

Stiffeners

(g) Stiffeners shall be provided over supports and under concentrated loads; they shall be of sufficient strength as a column to carry the loads and shall be connected with a sufficient number of rivets to transmit the stresses in the web plate.

(h) Stiffeners shall fit so as to support the flanges of the girder.

RIVETS

SECTION 150

Distance from Edge of Material

(a) Be it further ordained that the distance from the center of a rivet hole to the edge of the material shall not be less than one and one-half ($1\frac{1}{2}$) times the diameter of the rivet. Wherever possible, however, the distance shall be equal to two diameters.

Machine Driven

(b) All rivets, wherever practicable, shall be machine driven.

Rivets in connections shall be proportioned and placed to suit the stresses.

Pitch

(c) The pitch of rivets in structural work shall be less than three (3) diameters of the rivet nor more than six (6) inches.

Gussets

(d) Gusset shall be provided wherever required of sufficient thickness and size to accommodate the number of rivets necessary to make the connections.

Bolt connections

(e) No bolts shall be used in the connection of riveted trusses excepting when riveting is impracticable and then the holes shall be reamed in place and turned bolts used.

Field Bolts

(f) All field bolts carrying shear shall be provided with washers at least one quarter ($\frac{1}{4}$) of an inch thick.

STEEL AND WROUGHT IRON TRUSSES

SECTION 151

Design

(a) Be it further ordained that trusses shall be of such design that the stresses in each member can be calculated.

Lateral and Sway Braces

(b) All trusses shall be held rigidly in position by efficient systems of lateral or sway bracing.

(c) Any member of a truss subjected to transverse stress, in addition to direct tension or compression, shall have the stresses causing such strain added to the direct loading on the member and the total stresses thus formed shall in no case exceed the working stresses stated in Section 120 of this Code.

Area of Tension Member

(d) For tension members, the actual net area only, after deducting rivet holes one-eighth of an inch larger than the rivets, shall be considered as resisting the stress.

Bending Strain

(e) If the axis of two adjoining web members do not intersect within the line of the chords, sufficient area shall be added to the chord to take up the bending strains, or the web members shall be connected by plates so arranged that the axis of the web members prolonged will intersect on the axis of the chord.

Pin Holes

(f) All pin-holes shall be bored true, and at right angles to the axis of the members and must fit the pin within one-thirty-second ($\frac{1}{32}$) of an inch.

Distance Center to Center

(g) The distance of pin-holes from center to center for corresponding members shall be alike, so that when piled upon one another, pins will pass through both ends without forcing.

PAINTING ON METAL STRUCTURAL WORK

SECTION 152

Painted Before Assembling

(a) Be it further ordained that where surfaces in rivet work come in contact with each other they shall be painted before assembling.

Bedded in Concrete

(b) Paint shall not be required for metal structural work which is to be thoroughly embedded in concrete or cement grout applied directly against the metal, except where surfaces in riveted work come in contact with each other.

Cleaned and Painted

(c) All metal structural work that is not to be embedded in concrete or cement grout shall be cleaned of all scaled, dust, dirt and rust, and thoroughly coated with at least one coat of suitable paint; after erection all such work shall be painted at least one additional coat.

Inspection Before Painting

(d) Cast iron columns shall not be painted or covered until after inspection by the Department of Buildings.

Metal Under Water

(e) All iron or steel used under water shall be enclosed with concrete.

FABRICATED BAR STEEL JOIST

SECTION 153

Use and Limitations

(a) Be it further ordained that fabricated bar steel joist complying with the following requirements shall be treated to be fireproof construction for all classes of buildings, except as noted in paragraphs (FIRE RESISTIVE)--(NON FIRE RESISTIVE).

Contour Defined

(b) A fabricated bar steel joist shall be defined to mean a structural member in the form of a truss of various lengths and depths that may be required to meet structural conditions.

(c) Form Defined

A fabricated bar steel joist may be made up of various members, consisting of a top and bottom chord with end bearings and intermediate length divided into spaces to properly meet the conditions of the load imposed.

Construction

(c) A fabricated bar steel joist shall be constructed that all members are united with a positive mechanical connection to develop the full strength of the component member. The end of bars shall be provided with bearing plates.

Maximum Deflection

(e) No fabricated bar steel joist shall under its calculated load have a deflection exceeding 1-300 of the span.

Allowable Stresses

(f) The allowable unit stresses shall not exceed the stresses allowed for structural steel.

CONSTRUCTION

Floor Spacing

(a) A fabricated bar steel joist in floor construction shall be spaced to exceed 26 in O. C.

Roof Spacing

(b) For roof construction maximum spacing shall be 32 in O. C.'s.

(c) Spacing Angles

All fabricated bar steel joist shall be set with top and bottom notched spacing angles as follows:

12 Ft. and Under

For 12 ft. spans and under, not less than two, located top and bottom.

Over 12 ft.

For spans over 12 ft not less than three on top and two on bottom.

Wired in Place

The spacing angles shall be thoroughly wired in place.

Imperative

The notched spacing angles shall be thoroughly wired in place.

Tension Bridging

(d) All fabricated bar steel joist shall be bridged with tension diagonal bridging every six feet measured along lengths of joist, located as follows:

12 Ft and Under

For 12 ft. spans and under, one line of bridging.

Over 12 ft.

For spans over 12 ft. two lines of bridging.

Bridging Wire

Diagonal bridging shall be formed of No. 14 gauge galvanized double wire, and shall be fitted in short lengths, extending over three joist.

Tension

Bridging shall be pulled tight, making it impossible for joists to move laterally.

Optional

The diagonal bridging may be optional.

Wall Bearings

(e) The bearings for fabricated bar steel joist when supported on concrete or masonry walls shall not be less than 4 inches.

Beams and Girder Bearings

(f) The bearings for fabricated bar steel joist when supported on concrete or masonry walls shall not be less than 4 inches.

Bearings Dimensions

(g) The above dimensions for bearings shall be measured along the length of the joist and for the full width of the flange of the joist.

Supporting Sections

(h) No such steel bearing shall be connected by rivets or bolts to supporting structural sections.

Painting

(i) All fabricated bar steel joist shall be painted with one coat of paint at the factory prior to shipment.

Wind Pressure

(j) In no case shall fabricated bar steel joist construction be considered as resisting wind pressure.

FLOOR LATH

Secured in Place

(a) Wherever formed steel joists (metal Lumber) are permitted to be used under the provisions of this Code metal lath shall be firmly secured to the top of floor side of all such joists.

Requirements, Spacing and Weight

(b) Expanded metal lath used for this purpose shall meet the following requirements for spacing and weight.

FOR STANDARD LATH

Standard Lath Spacing 12 in. O. C.

(c) For a maximum spacing of 12 in. O. C. shall weigh not less than 3 pounds per square yard.

Spacing 16 in. O. C.

(d) For a maximum spacing of 16 in. O. C. shall weigh not less than 3.4 pounds per square yard.

FOR RIB LATH

Rib Lath, Spacing 24 in. O. C.

(e) For a maximum spacing of 24 in. O. C.'s using 7/8 in. rib lath, shall weigh not less than 4 pounds per square yard.

FLOOR CONCRETE

Minimum Thickness

(a) In buildings of fireproof construction, such floor lath shall be covered with Portland Cement concrete at least two (2) inches in thickness over the entire floor area.

Mixtures and Strength

(b) All such concrete shall be a (1-2-4) mix and of such quality that its maximum crushing strength at the age of thirty (30) days shall not be less than two thousand (2,000) pounds per square inch.

Wood Floor Strips

(c) Buildings in which requirements not to exceed one (1) hour protection, the use of wood nailing strips, as described in paragraph (FIRE RESISTIVE) hereunder, will be permitted.

FIREPROOF

Metal Lath Ceilings

In buildings of fireproof or other construction in which not less than (1) hour protection is required, the under side of the steel joists shall in every case be protected by a metal lath ceiling as specified in paragraph (FIRE PROTECTIVE) hereunder.

FIRE RESISTIVE

Wood Floor Strips (a) In buildings classed as fire resistive where not greater than one (1) hour protection is required, a two (2) inch wood nailing screed may be attached through the lath directly to the steel joists.

Dimensions

(b) Nailing strips shall not exceed two (2) inches in width.

Concrete

(c) Concrete two (2) inches thick shall be filled between nailing strips and a wood floor applied over concrete and fastened directly to the nailing strips.

NON FIREPROOF

Steel and Wood Joists

In buildings where formed steel joists are used in position where wood joists are permitted no fire proofing shall be required on top of joists other than that required for wood joists.

CEILING LATH

Requirements, Spacing and Weight

(a) Expanded metal lath for ceilings attached in contact with the lower flanges of formed steel joist (metal Lumber) shall meet the following requirements for spacing and weight:

FOR STANDARD LATH

Standard Lath, Spacing 12 in. O. C.

(b) For a maximum spacing of 12 in. O. C. shall weigh not less than 3 pounds per square yard.

Spacing 16 in. O. C.

(c) For a maximum spacing of 16 in. O. C. shall weigh not less than 3.4 pounds per square yard.

Spacing 20 in. O. C.

(d) For a maximum spacing of 20 in. O. C. shall weigh not less than 3.5 pounds per square yard.

Spacing 24 in. O. C.

(e) For a maximum spacing of 24 in. O. C. shall weigh not less than 4 pounds per square yard.

Spacing 30 in. O. C.

(f) For a maximum spacing of 30 in. O. C. shall weigh not less than 4 pounds per square yard.

FOR RIB LATH

Rib Lath, Spacing 20 in. O. C.

(a) For a maximum spacing of 20 in. O. C. using 3/8-in. rib lath shall weigh not less than 3.5 pounds per square yard.

Spacing 24 in. O. C.

(b) For a maximum spacing of 24 in. O. C. using 3/8 in. rib lath shall weigh not less than 4 pounds per square yard.

Spacing 30 in. O. C.

(c) For a maximum spacing of 30 in. O. C. using 3/8 in. rib lath shall weigh not less than 4 pounds per square yard.

FOR FLAT RIB LATH

Flat Rib Lath, Spacing 20 in. O. C.

For a maximum spacing of 20 in. O. C. using flat rib lath shall weigh not less than 3 pounds per square yard.

SECURING LATH

Rigidly attached

Ceiling lath shall be rigidly attached to steel joists not to exceed 6 in. O. C.'s using not less than No. 12 gauge galvanized and annealed wire.

SUSPENDING CEILING

Standard

When a metal lath ceiling is suspended under steel joist it shall conform to the usual standard specifications for suspended ceilings.

FIRE PROTECTIVE

Plastered

When used as a fire protective, the ceiling lath shall be plastered to a total thickness of not less than 5/4 of an inch.

FORMED STEEL JOIST. (METAL LUMBER)

SECTION 154

Use and Limitations

(a) Be it further ordained that formed steel joists complying with the following requirements shall be deemed to be fireproof construction for all buildings or parts of buildings for which the Table of Live Loads in Section 11C of this Code specifies a live load of not more than 60 pounds per square foot.

Contour

(b) A formed steel joist shall be defined to mean a section similar in general contour to an I-beam and that is made up of shapes formed from strip or sheet steel, securely spot welded or riveted together.

Web Thickness. O. C.

(c) The strip steel or sheet used in producing formed steel joist shall in no case be less than seventy two thousandths (.072) of an inch in thickness.

Maximum Deflection

(d) No formed steel joist shall, under its calculated load, have a deflection exceeding one three hundred sixtieth (1/360) of the span.

Flange Width

(e) The flange width of formed steel joists shall not exceed one-half of their depth, excepting that flanges of joists five (5) inches or less in depth may be three-fourths (3/4) of joist depth.

Allowable Stresses

(f) The allowable unit stresses shall not exceed the stresses allowed for structural steel.

CONSTRUCTION

Floor Spacing

(a) No formed steel joist in floor construction shall be spaced to exceed twenty-four (24) inches on centers.

Roof Spacing

(b) For roof construction maximum spacing shall be thirty (30) inches.

Bridging

(c) All formed steel joists shall be bridged with tension bridging every six (6) feet measured along the lengths of the joists.

Wall Bearings

(d) The bearing for formed steel joists when supported on concrete or masonry walls shall not be less than one-half ($\frac{1}{2}$) the depth of the joist and in no case less than four (4) inches.

Beam and Girder Bearings

(e) The bearing of formed steel joists when supported on rolled beams, riveted girders or other steel members shall not be less than two and one-half ($2\frac{1}{2}$) inches.

Bearing Dimensions

(f) The above dimensions for bearing shall be measured along the length of the joist and for the full width of the flange of the joist.

Supporting Sections

(g) No such steel joists shall be connected by rivets or bolts to supporting structural sections.

Painting

(h) All formed steel joists shall be painted with one coat of paint at the factory prior to shipment.

Wind Pressures

(i) In no case shall formed steel joist floor construction be considered as resisting wind pressures.

FLOOR LATH

Secured in Place

(a) Wherever formed steel joists (metal lumber) are permitted to be used under the provisions of this Code metal lath shall be firmly secured to the top of floor side of all such joists.

Requirements, Spacing and Weight

(b) Expanded metal lath used for this purpose shall meet the following requirements for spacing and weight.

FOR STANDARD LATH

Standard Lath, Spacing 12 in. O. C.

(c) For a maximum spacing of 12 in. O. C.'s shall weigh not less than 3 pounds per square yard.

Spacing 16 in. O. C.

(d) For a maximum spacing of 16 in. O. C.'s shall weigh not less than 3.4 pounds per square yard.

FOR RIB LATH

Rib Lath, Spacing 24 in. O. C.

(e) For a maximum spacing of 24 in. O. C.'s using 3/8 in. rib lath, shall weigh not less than 4 pounds per square yard.

FLOOR CONCRETE

Minimum Thickness

(a) In buildings of fireproof construction such floor lath shall be covered with Portland Cement concrete at least two (2) inches in thickness over the entire floor area.

Mixture and Strength

(b) All such concrete shall be a (1*2-4) mix and of such quality that its maximum crushing strength at the age of thirty (30) days shall not be less than two thousand (2,000) pounds per square inch.

Wood Floor Strips

(c) Buildings in which requirements not to exceed one (1) hour protection, the use of wood nailing strips, as described in paragraph (FIRE RESISTIVE) hereunder, will be permitted.

FIREPROOF

Metal Lath Ceilings

In buildings of fireproof or other construction in which not less than one (1) hour protection is required, the under side of the steel joists shall in every case be protected by a metal lath ceiling as specified in paragraph (FIRE PROTECTIVE) hereunder.

FIRE RESISTIVE

Wood Floor Strips

(a) In buildings classed as fire resistive where not greater than one (1) hour protection is required a two (2) inch wood nailing screed may be attached through the lath directly to the steel joists.

Dimensions

(b) Nailing strips shall not exceed two (2) inches in width.

Concrete

(c) Concrete two (2) inches thick shall be filled between nailing strips and a wood floor applied over concrete and fastened directly to the nailing strips.

NON-FIREPROOF

Steel and Wood Joists

In buildings where formed steel joists are used in positions where wood joists are permitted not fire proofing shall be required on top of joists other than that required for wood joists.

CEILING LATH

Requirements, Spacing and Weight

(a) Expanded metal lath for ceilings attached in contact with the lower flanges of formed steel joist (metal lumber) shall meet the following requirements for spacing and weight.

FOR STANDARD LATH

Standard Lath, Spacing 12 in. O. C.

(b) For a maximum spacing of 12 in. O. C. shall weigh not less than 3 pounds per square yard.

Spacing 16 in. O. C.

(c) For a maximum spacing of 16 in. O. C. shall weigh not less than 3.4 pounds per square yard.

Spacing 20 in. O. C.

(d) For a maximum spacing of 20 in. O. C. shall weigh not less than 3.6 pounds per square yard.

Spacing 24 in. O. C.

(e) For a maximum spacing of 24 in. O. C. shall weigh not less than 4 pounds per square yard.

Spacing 30 in. O. C.

(f) For a maximum spacing of 30 in. O. C. shall weigh not less than 4 pounds per square yard.

FOR RIB LATH

Rib Lath, Spacing 20 in. O. C.

(a) For a maximum spacing of 20 in. O. C. using 3/8 in. rib lath shall weigh not less than 3.5 pounds per square yard.

Spacing 24 in. O. C.

(b) For a maximum spacing of 24 in. O. C. using 3/8 in. rib lath shall weigh not less than 4 pounds per square yard.

Spacing 30 in. O. C.

(c) For a maximum spacing of 30 in. O. C. using 3/8 in. rib lath shall weigh not less than 4 pounds per square yard.

FOR FLAT RIB LATH

Flat Rib Lath, Spacing 20 in. O. C.

(a) For a maximum spacing of 20 in. O. C. using flat rib lath shall weigh not less than 3 pounds per square yard.

SECURING LATH

Rigidly Attached

(a) Ceiling lath shall be rigidly attached to steel joist not to exceed 6-in. O. C.'s, using not less than No. 18 gauge galvanized and annealed wire.

SUSPENDED CEILING

Standard

When a metal lath ceiling is suspended under steel joist it shall conform to the usual standard specifications for suspended ceilings.

FIRE PROTECTIVE

Plastered

When used as a fire protective, the ceiling lath shall be plastered to a total thickness of not less than 3/4 of an inch.

REINFORCED CONCRETE CONSTRUCTION

SECTION 185

Definition or Term

(a) Be it further ordained that the general term "reinforced concrete" in this Code shall be understood to mean an approved concrete reinforced by steel, so placed as to take the tensional stresses and when necessary assist the concrete in the resistance to shear and compression.

Application

(b) Reinforced concrete may be used for all classes of buildings provided the design is in accordance with good engineering practice as set forth, in the report of the Joint Committee on standard specifications for concrete and reinforced concrete, as published in August 14, 1924 and issued by the American Society for Testing Materials and subsequent revisions thereof.

Requirements for Permit

(c) Before permission to erect any reinforced concrete structure is issued, complete plans and specifications signed by the architect or engineer, shall be filed with the Commissioner of Buildings, and remain on file for public inspection until the completion of the structure.

Details

(d) All details of construction shall be shown including the size and position of all reinforcing members and the composition of the concrete.

Access to Computations

(e) The Inspector of Buildings shall have access to all computations, which shall give the loads assumed separately, such as dead and live load, wind and impact, if any and the resulting stresses.

Records of Progress

(f) An exact record shall be kept of the progress of each operation where the same can be inspected by the commissioner of Buildings.

Details

(g) This record shall show the date of placing of all concrete and the date of the removal of the forms, and shall be turned over to the Commissioner of Buildings when the Building is completed.

Bearing Walls

(h) Where reinforced concrete is used for bearing walls, the thickness shall be in accordance with the table for reinforced concrete bearing wall construction in Section 52.

CEMENT

SECTION 156

Quality

(a) Be it further ordained that only Portland cement shall be used in reinforced concrete construction.

Portland Cement

Portland Cement

Portland cement shall conform to the Standard Specifications and Tests for Portland Cement of the American Society for Testing Materials and subsequent revisions thereof.

Neat Cement Test

Age	Neat Cement	Strength
24 hours in moist air	300 lbs. per sq. in.	1 day in moist air,
6 days in water)	.....	500 lbs. per sq. in.
28 days (1 day in moist air		
27 days in water)	...275 lb . per sq. in.	

Subsequent Test

(b) Tests of cement used in building operation shall be made from time to time under the supervision of the Inspector of Buildings, in accordance with the preceding specifications, when so demanded.

FINE AGGREGATE

Sand, Etc.

(a) Fine aggregate shall consist of sand or other approved inert materials with similar characteristics, or a combination thereof, having clean, hard, strong, durable, uncoated grains and free from injurious amounts of dust, lumps, soft or flaky particles, shale, alkali organic matter, loam or other deleterious substances .

Fine aggregate shall range in size from fine to coarse within the following limits.

Tests

Passing Through No. 4 sieve not less than 95 per cent.

Passing through No. 50 sieve, not more than 30 per cent: not less than 10 percent.

Sieve

The sieves and method of making sieve analysis shall conform to the Standard Method of Test for Sieve Analysis of Aggregates for Concrete of the American Society for Testing materials

Briquettes

(b) Briquettes, cylinders or prisms made of mortar, consisting of one part by weight of Portland cement and three parts by weight of fine aggregate, mixed and tested in accordance with the methods described in the Standard Specifications and Tests for Portland Cement shall show a tensile or compressive strength at age 7 to 28 days not less than 100 per cent of that of 1 to 3 standard Ottawa sand mortar of the same plasticity made with the same cement.

Tests

Concrete tests shall be made in accordance with the Tentative Methods of Making Compression Tests of Concrete.

COURSE AGGREGATE

Stone Gravel

(a) Course aggregate shall consist of crushed stone, gravel or other approved inert materials with similar characteristics, or combinations thereof, having clean, hard, strong, durable uncoated particles free from injurious amounts of soft, friable, thin, elongated or lam- inated pieces, alkali, organic or other deleterious matter.

Grade

Coarse aggregate shall range in size from fine to coarse within the following limits.

Normal Maximum Size of Aggregate in inches	Percentage by Weight Passing Through Standard Sieves with Square Openings					Percentage passing Not More Than	
	3in.	2in.	1½in.	1in.	¾ in.	¾ in. sieve	No. 8 sieve

3	95	..	40-75	..	..	10	5
2	..	95	..	40-75	..	10	5
1½	..	..	95	..	40-75	10	5
1	..	..	..	95	..	10	5
¾	..	..	..	..	95	10	5
¾	..	..	..	..	..	95	10

Sieve Sizes

(b) The test for size and grading of aggregate shall be made in accordance with the Standard Method of Test for Sieve Analysis of Aggregate for Concrete.

Permissible Variations

(c) Coarse Aggregate which does not conform to the above requirements may be used only when approved by the Inspector of Buildings and then in such proportions as he may require.

Cinders

(d) Cinders shall not be used for reinforced concrete construction, but may be used for fireproofing and for unreinforced concrete work where the allowable load on the material does not exceed 100 pounds per square inch.

Cinders shall be staple and not liable to decomposition, and shall contain not more than 15 percent, by weight, of combustible material, and shall be approved by the Building Commissioner.

Storage of Aggregate

Aggregate shall be so stored as to avoid the inclusion of foreign materials.

Frozen aggregate or aggregate containing lumps of frozen material shall be thawed before using.

WATER

General Requirements

Water for concrete shall be clean and free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substance.

The water shall be so measured as to insure the desired quantity in successive batches.

The quantity of water used shall be the minimum necessary to produce concrete of a workability.

PROPORTIONS

Unit of Measure

The unit of measure shall be the cubic foot.

Ninety-four pounds of cement (one bag or $\frac{1}{4}$ bbl.) shall be considered as one cubic foot.

Measurements of Aggregates

The method of measurement shall be such as to secure the specified proportions in each batch. The aggregates shall be measured separately by volume.

Volume

In volume measurement the fine aggregate and the coarse aggregate shall be measured loose, as thrown into the measuring device, and struck off.

Concrete shall be mixed in the proportions specified or directed.

Variations

Variations in the grading of the aggregates, on which the proportions were based, may be made upon approval of the Architect or Engineer and in such proportions as he may direct.

REINFORCEMENTS

Steel

(a) Steel reinforcements shall conform to the requirements of the Joint Committee on standard specifications for concrete and reinforced concrete or tests for steel of the American Society for Testing Materials and subsequent revision thereof.

Billet Steel

Specifications

1. (a) These specifications cover three classes of billet-steel concrete reinforcement bars, namely: plain, deformed, and cold-twisted.

Grades

(b) Plain and deformed bars are of three grades, namely: structural-steel, intermediate and hard.

Structural Grade

2. (a) The structural steel grade shall be used unless otherwise specified.

Bars

(b) If desired, cold-twisted bars may be used on the basis of tests of the hot-rolled bars before twisting, in which case such tests shall govern and shall conform to the requirements for plain bars of structural-steel grade.

MANUFACTURE

Process

3. (a) The steel shall be made by either or both the following processes: Bessemer or open-hearth.

Limitations

(b) The bars shall be rolled from new billets.

Bars

Cold-twisted bars shall be twisted cold with one complete twist in a length not over 12 times the thickness of the bar.

RAIL STEEL

Specifications

1. These specifications cover three classes of rail-steel concrete reinforcement bars, namely: plain, deformed, and hot-twisted.

MANUFACTURE

Process

2. The bars shall be rolled from standard section Tee rails.

Bars

3. Hot-twisted bars shall have one complete twist in a length not over 12 times the thickness of the bar.

MIXING

Machine Mixing

(a) The mixing of concrete, unless otherwise authorized shall be done in a batch mixer or approved type which will insure a uniform distribution of the materials throughout the mass, so that the mixture is uniform in color and homogeneous.

Equipment

The mixer shall be equipped with suitable charging hopper, water storage, and a water-measuring device controlled from a case which can be kept locked and so constructed that the water can be discharged only while the mixer is being charged.

Locking

It shall also be equipped with an attachment for automatically locking the discharge lever until the batch has been mixed the required time after all materials are in the mixer.

Discharge

The entire contents of the drum shall be discharged before recharging.

Cleaned

The mixer shall be cleaned at frequent intervals while in use.

Volume

The volume of the mixed material per batch shall not exceed the manufacturer's rated capacity of the mixer.

Time of Mixing

(b) The mixing of each batch shall continue not less than one minute after all the materials are in the mixer, during which time the mixer shall rotate at a peripheral speed of about 200 ft. per minute.

Hand Mixing

(c) When hand mixing is authorized it shall be done on a water-tight platform.

The cement and fine aggregate shall first be mixed dry until the whole is of a uniform color.

Water

The water and coarse aggregate shall then be added and the entire mixture turned at least three times, or until a homogeneous mixture of the required consistency is obtained.

Retempering

(c) The rettempering of concrete or mortar while it is being placed, that is, remixing with or without additional cement, aggregate, or water, will not be permitted.

DEPOSITING CONCRETE

Requirements

(a) Before beginning a run of concrete, hardened concrete and foreign materials shall be removed from the inner surfaces of the mixing and conveying equipment.

Approval

(b) Before depositing concrete, debris shall be removed from the space to be occupied by the concrete; forms shall be thoroughly wetted (except in freezing weather) or oiled.

Reinforcement shall be thoroughly secured in position and approved by the Engineer.

Handling

(c) Concrete shall be handled from the mixer to the place of final deposit as rapidly as practicable by methods which shall prevent the separation or loss of the ingredients.

Deposited

It shall be deposited in the forms as nearly as practicable in its final position to avoid rehandling.

It shall be so deposited as to retain air, until the completion of the unit, a plastic surface approximately horizontal.

Forms

Forms for walls or other thin sections of considerable height, shall be provided with openings, or other devices, that will permit the concrete to be placed in a manner that will avoid accumulations of hardened concrete on the forms or metal reinforcement.

Restriction

Under no circumstances shall concrete that has partially hardened be deposited in the work.

CASTING

Equipment

(c) When concrete is conveyed by chuting, the chute shall be of such size and design as to insure a practically continuous flow in the chute. The angle of the chute with the horizontal shall be of such as to allow the concrete to flow without separation of the ingredients.

Angle

An angle of 27 deg., or one vertical to two horizontal, is the minimum slope which is considered permissible.

Vertical

Chuting through a vertical pipe is satisfactory when the lower end of the pipe is maintained as nearly as practicable to the surface of deposit, and the pipe full.

Delivery

The delivery end of the chute shall be as close as possible to the point of deposit. When the operation is intermittent, the spout shall discharge into a hopper.

Flushing

The chute shall be thoroughly flushed with water before and after each run; the water used for this purpose shall be discharged outside the forms.

Compacting

(e) Concrete, during and immediately after depositing, shall be thoroughly compacted by means of suitable tools.

Tapping

For thin walls or inaccessible portions of the forms, where rodding or forking is impracticable, the concrete shall be assisted into place by tapping or ramming the forms opposite the freshly deposited concrete.

Worked

The concrete shall be thoroughly worked around the reinforcement, and around embedded fixtures and into the corners of the forms.

Removal of Water

(f) Water shall be removed from excavations before concrete is deposited, unless otherwise directed.

Protection

(g) Exposed surfaces of concrete shall be protected from premature drying for a period of at least seven days after being deposited.

FREEZING WEATHER

Temperature of Concrete

(h) Concrete when deposited shall have a temperature of not less than 40 deg. F. nor more than 120 deg. F.

Freezing

In freezing weather suitable means shall be provided for maintaining the concrete at a temperature of at least 50 deg. F. for not less than 72 hours after placing, or until the concrete has thoroughly hardened.

Heating

The methods of heating the materials and protecting the concrete shall be approved.

Chemicals

Salt, chemicals, or other foreign materials shall not be mixed with the concrete for the purpose of preventing freezing, unless approved by the Engineer.

DEPOSITING

Continuously

(i) Concrete shall be deposited continuously and as rapidly as practicable until the unit of operation, approved by the Engineer, is completed.

Construction joints at points not provided for in the plans shall be made in accordance with paragraph "Joints," hereunder.

Bonding

(j) Before depositing new concrete on or against concrete which has set, the forms shall be retightened, the surface of the set concrete shall be roughened as required by the Engineer, thoroughly cleaned of foreign matter and laitance, and saturated with water.

Contract

The new concrete placed in contact with hardened or partially hardened concrete, shall contain an excess of mortar to insure bond.

Junctions

To insure this excess mortar at the junction of the hardened and the newly deposited concrete, the cleaned and saturated surfaces of the hardened concrete, including vertical and inclined surfaces, shall first be slushed with a coating of neat cement grout against which the new concrete shall be placed before the grout has attained its initial set.

LAITANCE

Formation

Great care shall be exercised to disturb the concrete as little as possible when it is being deposited in order to avoid the formation of laitance.

Removed

On completing a section of concrete the laitance shall be entirely removed before work is resumed.

FORMS

General

(a) Forms shall conform to the shape, lines and dimensions of the concrete as called for on the plans.

Lumber

Lumber used in forms for exposed surfaces shall be dressed to a uniform thickness, and shall be free from loose knots or other defects.

Joints

Joints in forms shall be horizontal or vertical.

For unexposed surfaces and rough work, undressed lumber may be used.

Reused

Lumber once used in forms shall have nails withdrawn, and surfaces to be in contact with concrete thoroughly cleaned, before being used again.

Design

(b) Forms shall be substantial and sufficiently tight to prevent leakage of mortar; they shall be properly braced or tied together so as to maintain position and shape.

Shores

If adequate foundation for shores cannot be secured, trussed supports shall be provided.

Workmanship

(c) Bolts and rods shall preferably be used for internal ties; they shall be so arranged that when the forms are removed no metal shall be within 1 in. of any surface.

Ties

Wire ties will be permitted only on light and unimportant work; they shall not be used through surfaces where discoloration would be objectionable.

Successive Stories

Shores supporting successive stories shall be placed directly over those below, or so designed that the load will be transmitted directly to them.

Alignment

Forms shall be set to line and grade and so constructed and fastened as to produce true lines. Special care shall be used to prevent bulging.

Moldings

(d) Unless otherwise specified suitable moldings or bevels shall be placed in the angles of forms to round or bevel the edges of the concrete.

Inspection

(e) Temporary opening shall be provided at the base of column and wall forms, and at other points where necessary to facilitate cleaning and inspection immediately before depositing concrete.

Removal

(f) Forms shall not be disturbed until the concrete has adequately hardened.

Restriction

Shoring shall not be removed until the member has acquired sufficient strength to safely support its weight and load upon it.

Excess Loading

Members subject to additional loads during construction shall be adequately shored to support both the member and construction loads in such a manner as will protect the member from damage by the loads.

Strength

Shoring shall not be removed until the member has acquired sufficient strength to safely support its weight and the load upon it.

DETAILS OF CONSTRUCTION

Reinforcements

(a) Metal reinforcement, before being positioned, shall be thoroughly cleaned of mill and rust scale and of coatings that will destroy or reduce the bond.

Cleaning

Reinforcement appreciably reduced in section shall be rejected.

Inspection

Where there is delay in depositing concrete, reinforcement shall be re-inspected and, when necessary cleaned.

Bending

(b) Reinforcement shall be carefully formed to the dimensions indicated on the plans.

Cold

Cold bends shall be made around a pin having a diameter of four or more times the least dimension of the reinforcement bars for steel of structural grade and eight or more times that for steel of

REINFORCEMENTS

Straightening

(c) Metal reinforcement shall not be bent or straightened in a manner that will injure the material.

Bars with kinks or bends not shown on the plans shall not be used.

Heating

Heating of reinforcement will be permitted only when the entire operation is approved by Engineer.

Spacing Units

Placing

(d) Metal reinforcement shall be accurately positioned, and secured against displacement by using annealed iron wire of not less than No. 18 gauge or suitable clips at intersections, and shall be supported by concrete or metal chairs or spacers, or metal hangers.

Minimum Spacing

The minimum clear distance between parallel bars shall be $1\frac{1}{2}$ times the diameter of round bars or $1\frac{1}{2}$ times the diagonal of square bars.

Anchoring

If the ends of bars are anchored, the clear spacing may be made equal to the diameter of round bar or to the diagonal of square bars, but in no case shall the spacing between bars be less than 1 inch, nor less than $1\frac{1}{4}$ times the maximum size of the coarse aggregate.

Embedding

Bars parallel to the face of any member shall be embedded a clear distance of not less than one diameter from the face.

SLABS AND BEAMS

Splicing, Slabs and Beams

(e) In slabs, beams and girders, splices of reinforcement shall not be made at points of maximum stress without the approval of Engineer.

Lapping

Splices where permitted, shall provide sufficient lap to transfer the stress between bars by bond and shear.

In such splices the bars shall be placed at the minimum distance specified under "SPACING UNITS". Adjacent bars shall not be spliced at the same point.

Columns

Splices in columns, piers and struts shall provide sufficient lap to transfer the stress by bond.

Offsets in Column Reinforcement

(f) Where changes in the cross section of a compression member occur, the longitudinal reinforcement bars shall be sloped for the full length of the member or offset in a region where lateral support is afforded.

Where offset, the slope of the inclined portion from the axis of the member shall not be more than 1 in 6.

Future Bonding

(g) Exposed reinforcement bars intended for bonding with future extensions shall be protected from corrosion.

PROTECTIVE CONCRETE COVERING

Moisture Protection

(a) Metal reinforcement in wall footings and column footings shall have a minimum covering of 3 in. of concrete.

At surfaces of concrete exposed to the weather, metal reinforcement shall be protected by not less than 2 in. of concrete.

Fire Protection-- Aggregate

(b) Metal reinforcement in fire-resistive construction shall be protected by not less than 1 in.

of concrete in slabs and walls, and not less than 2 in. in beams and girders and columns provided aggregate showing an expansion not materially greater than that of limestone or trap rock is used; when impracticable to obtain aggregate of this grade, the protective covering shall be 1 in. thickener and shall be reinforced with metal mesh having openings not exceeding 3 in., placed 1 in. from the finished surface.

Fire Hazard, Limited

In structures where the fire hazard is limited, the metal reinforcement shall not be placed nearer the exposed surface than $3/4$ in. in slabs and walls or $1\frac{1}{2}$ in. in beams, girders and columns.

JOINTS

Not Indicated--Laitance--Contact

(a) Joints not indicated on the plans shall be so designed and located as to least impair the strength and appearance of the structure. To prevent laitance in horizontal joints, excess water shall be removed from the surface forming the joint after depositing the concrete. Surfaces of contact shall be cleaned and wetted before depositing is resumed, and any laitance shall be removed.

Shear

Where additional resistance to horizontal shear is required, stones shall be partially embedded in such a manner as to key with the adjoining concrete; or mortices or keys shall be formed in the concrete.

COLUMNS

Joints in Columns

(b) Joints in columns shall be made at under side of the floor, haunches and column capitals shall be considered as part of and to act continuous with the floor. At least two hours must elapse before depositing concrete in the columns or walls before depositing in beams, girders, or slabs.

FLOORS

Joints in Floors

(c) Construction joints in floors shall be located near the middle of spans of slabs, beams or girders, unless a beam intersects a girder at this point, in which case the joints in the girders shall be offset a distance equal to twice the width of the beam. Adequate provision shall be made for shear by use of inclined reinforcement.

Construction Joints in Long Buildings

(d) Construction joints made cross wise of a building 100 ft. or more in length, shall have special reinforcement placed at right angles to the joint and extending a sufficient distance on each side of the joint to develop the strength of the reinforcement by bond.

Requirements

This reinforcement shall be placed near the opposite face of the member from the main tension reinforcement; the cross sectional area of such reinforced metal anchors, not less than reinforcement shall be less than 0.5 per cent of the section of the members cut by the joint.

EXPANSION JOINTS

Placing

(e) Expansion joints shall be so detailed that the necessary movement may occur with the minimum resistance at the joint.

The structure adjacent to the joint shall preferably be supported on separate columns or walls.

Restrictions

Reinforcement shall not extend across an expansion joint; the break between the two sections shall be complete. Exposed edges of expansion joints in walls or abutments shall be rounded.

Exposed

Exposed expansion joints between two distinct concrete members shall be filled with an elastic joint filler of approved quality.

Expansion Joints in Long Buildings

(f) Buildings exceeding 200 ft. in length and of width less than about one-half the length, shall be divided by means of expansion joints, located near the middle, but not more than 200 ft. apart to minimize the destructive effects of temperature changes and shrinkage. Where there is an abrupt change in the width of a building, an expansion joint shall be provided.

Sliding Joints

(g) The seats of sliding joints shall be finished to a smooth plane surface and allowed to harden.

Building Paper

Two thicknesses of building paper shall be placed on the seat before depositing superimposed concrete.

Water-Tight

Where construction joints are required to be water-tight the method of construction shall be as follows:

Water-Tight Construction Joints

(h) 1. Horizontal joints shall be constructed by forming a continuous keyway in the lower portion of concrete before the concrete has hardened.

Cleaned

Before placing the superimposed concrete the joint shall be thoroughly cleaned of laitance or over foreign material, saturated with water and coated with neat cement grout.

Superimposed

The superimposed concrete shall be placed in such a manner as will insure an excess of mortar over the entire surface of the joint.

Vertical joints

2. Vertical joints shall be made by a metal water stop approved.

Seepage

Seepage water shall be collected and drained from the forms; where required, vent pipes shall be closed after the concrete has thoroughly hardened.

WATERPROOFING AND PROTECTIVE TREATMENT

Waterproofing Requirements

Concrete required to be water tight shall be made with strict adherence to all provisions in these specifications regarding the choice of materials, proportions, consistency, mixing placing, protecting, and workmanship.

Integral Compounds

Integral compounds shall not be used for waterproofing unless specifically authorized.

OILPROOFING

Requirements

Concrete containers for light mineral oils, animal oils, certain vegetable oils and other commercial liquids shall be given an inside coating which shall be applied before the container is placed in service.

Floors or other surfaces exposed shall be similarly protected.

LOAD TESTS

Preparation

(a) The contractor shall be prepared to make load tests on any portion of the reinforced concrete construction within a reasonable time after its erection, but not until it has attained an age of 45 days, as may be required by the Building Commissioner.

Values

(b) Such test shall be made under the direction of the building Commissioner, in his presence or in the presence of his authorized representative, and shall show that the construction will sustain a load equal to two and one-half ($2\frac{1}{2}$) times the live load for which it was designed.

Panels Covered

(c) Each test load shall cover two or more panels and shall remain in place at least 24 hours, with a maximum deflection at the end of that period to exceed 1-600 of the span, and with no sign of failure.

Other Types of Reinforced Concrete

(d) Other types of reinforced concrete construction not capable of being calculated, according to the assumptions herein prescribed, may be approved, provided a test panel of bay be constructed and tested to failure, under the direction of the Building Commissioner.

Ultimate Strength

(e) Such construction shall show an ultimate strength not less than three and one-half ($3\frac{1}{2}$) times the combined live load, plus dead load for which it was designed.

Waived

(f) The test may be waived by the Building Commissioner if it can be satisfactorily shown that the construction has elsewhere stood up to substantially the same requirements when tested to destruction under competent and impartial direction.

Requirements

(g) The requirements for test load and all other provisions of this regulation, where applicable, shall apply to all construction allowed under the headings of "Other Types of Construction."

Specifications

(h) The latest specifications of the Joint Committee on Standard Specifications of Concrete and reinforced concrete shall govern on points not covered in this Code.

GENERAL ASSUMPTION

Design

The design of reinforced concrete members and stress in steel and concrete shall be according to standard engineering practice as set forth in the formulas and tests in the report of the joint Committee of standard specifications for concrete and reinforced concrete as published in August 14, 1924 and issued by the American Society for Testing Materials and subsequent revisions thereof.

STRESSES IN CONCRETE

Standard

Stresses in concrete shall be based upon the formulas and calculations as set forth in the Joint Committee's report referred to in preceding paragraph.

STRESSES IN REINFORCEMENT

Stresses in reinforced steel shall be not less than those set forth in the joint Committee's report and indicated in the following:

Tension in Steel

(a) Billet-steel bars:

- (1) Structural steel grade, 16,000 lb. per sq. in.
- (2) Intermediate grade, 18,000 lb. per sq. in.
- (3) Hard grade, 18,000 lb. per sq. in.

(b) Rail steel bars, 18,000 lb. per sq. in.

(c) Structural steel, 16,000 lb. per sq. in.

(d) Cold drawn steel wire:

- (1) Spirals, stress not calculated.
- (2) Elsewhere, 18,000 lb. per sq. in.

Compression in Steel

(a) Bars, same as Billet-steel (a) and (b).

(b) Structural steel core of composite column, 16,000 lb. per sq. in.

Reduced for slenderness ratio (see report).

(c) Structural steel column, 16,000lb. per sq. in.
 Reduced for slenderness ratio (see report).
 Compression in Cast Iron
 Composite cast iron column, 10,000 lb. per sq. in.
 Reduced for slenderness ratio (see report)

DRESSED STONE FACING

SUB SECTION 1

SECTION 157

Stone Ashlar Facing

(a) Be it ordained, that sawed or dressed square Stone Ashlar facing, 3 in. or more in thickness, may be used as a veneer over wood stud wall construction, in buildings not exceeding two stories high, or over masonry wall construction in buildings not over three stories high; when securely attached to the backing with galvanized or asphalt coated metal anchors not less than 1/8 in. x 1 in. in section.

Anchors

(b) There shall be at least one anchor to each stone and two anchors to all stones over 18 in. in length.

Frame Construction

(c) For frame construction, each anchor shall be fastened with one ten-penny galvanized nail.

STRUCTURAL STONE FACINGS

SUB SECTION 2

Stone Ashlar Facing

Be it further ordained that sawed or dressed Stone Ashlar facing, 3 in. or more in thickness may be used as facing on masonry bearing walls in buildings not exceeding three stories high.

Properly Bonded

When so used shall be properly bonded into the backing as hereinafter provided.

Building Heights

Such facing, 4 in or more in thickness when so bonded may be used for buildings of any height.

Thickness of Walls

(a) Stone Ashlar faced walls shall have a total thickness of not less than the required thickness for Brick or Hollow Tile Walls.

Bond

(b) Stone Ashlar facing shall comply with the requirements for bond and shall be figured as a part of the wall.

Walls Made Thicker

(b) Such walls shall have at least 15% of the superficial area of the wall facing made 4 in. thicker than the remainder of facing, to form bond stones and shall be uniformly distributed throughout the available area of wall.

For Thick Walls

(c) Stone Ashlar facing which is more than 9 in. thick shall have a similar area of uniformly distributed bond stone 8 in. thicker than the facing.

Stone Courses

(d) The height of facing stone courses shall not exceed eight times the thickness of said Ashlar excepting that spandrel and other recessed panels, when approved, may exceed this height, provided they are of the minimum thickness as herein provided.

Stone to be Anchored

(e) Every stone over 1/2 square foot in area and not a bond stone shall be anchored to the backing with galvanized or asphalt coated iron or steel anchors 3-16 in. x 1 in. in section extending at least 8 in. into backing masonry.

Anchors Required

(e) There shall be at least one anchor to each stone and not less than two anchors for each stone more than 2 feet in length or 3 sq. ft. in superficial area.

Facing Stones

(e) Facing stones over 12 sq. ft. in area shall have at least one anchor for each 4 sq. ft. of superficial face area.

Free Standing Piers

(f) Free standing piers 24 in. or less in width faced with Ashlar, shall have bond stone in every alternate course but the area of bond stones need not exceed the requirement specified in clause (b).

Facing For 8 in. Walls How Built

(g) Where an 8 in. thickness of brick, hollow tile or concrete block walls are permitted for dwellings, sheds and private garages, walls built of a sawed or dressed stone facing three inches in thickness, bonded into a six inch thick backing of hollow tile or concrete blocks, by header stone two inches thicker than the facing and equal to at least 15% of the face area, may be used.

BEDDING OF SANDSTONE

SUBSECTION 3

Natural Bed

(a) Be it further ordained that sandstones and other laminated stones showing pronounced cleavage shall be laid on their natural bed.

Cornices and Projecting Members

(b) Cornices and other projecting members, shall have the grain or bedding plans vertical and at right angles to the face of wall.

ALLOWABLE LOADS ON STONE ASHLAR MASONRY AND ASHLAR FACED MASONRY

SUB SECTION 4

Unit Stress

Be it further ordained that the loading on sawed or dressed stone shall not exceed the following unit stress in pounds per square inch:

Schedule Pounds, Per Sq. In.

Uniform Concentrated load per load per sq. in.

Uniform Concentrated load per load per
sq. in. sq. in.

Limestone and Granite

Solid Limestone and Granite Set in Lime Mortar.

Equivalent, 1:3 mix.....200lb.

250 lb.

Set in Cement and Lime Mortar, or Natural Cement

Mortar 1:3, mix.....400lb.

500lb.

Solid Sandstone:

Sandstone

Set in Lime Mortar, equivalent, 1:3 mix.150lb.

200lb.

Set in Cement and Lime Mortar or Natural Cement Mortar.

1:3 mix.....300 lb.

400lb.

Ashlar Facing

Ashlar Faced Brick, hollow tile or concrete block walls.

Unit Loading

Unit loading on entire sectional area of walls built of brick, hollow tile or concrete blocks, faced with stone Ashlar, shall not exceed the allowable loading on the particular class of backing masonry used.

RUBBLE AND RANDOM ASHLAR MASONRY

ROUGH OR ORDINARY RUBBLE

SECTION 158

Sub Section 1

Field Stone Ashlar

(a) Be it ordained that masonry walls composed of unsquare or field stone laid in mortar with out regularity of coursing, shall be at least 16 in. thick and in no case less than 4 in. thicker than that required for brick walls.

Boulder Work

(b) Boulder work, snake ashlar and other forms of stone Masonry laid without level beds shall be included in this classification.

COURSED RUBBLE

SUB SECTION 2

Roughly Shaped Stone

Be it further ordained that solid Masonry walls composed of roughly shaped stone, the full thickness of wall, fitted approximately on level beds shall be of the same thickness as required for brick walls under similar conditions.

RANDOM RUBBLE

SUBSECTION 3

Roughly Shaped Stone

(a) Be it further ordained that Masonry walls composed of roughly shaped stone, laid without regularity of coursing but fitting together with approximately level beds, when built of stone extending the full thickness of wall may be of the same thickness as brick walls.

Header Stone Bonded

(b) At least 10% of the face area of such walls shall be header stone bonded at least four inches into the backing masonry.

SOLID 8 IN. STONE WALLS

SUB SECTION 4

When and How Permitted

Be it further ordained that where an 8 in. thickness of brick, hollow tile or concrete block walls are permitted for dwellings and sheds, solid walls of sawed or roughly dressed, coursed or random jointed stone 8 in. in thickness, may be used.

RANDOM ASHLAR

SUB SECTION 5

When and How permitted Thickness of Walls

(a) Be it further ordained that walls built of a facing of sawed squared stone of various sizes bonded into the masonry backing built of brick, stone, hollow tile or concrete blocks, by header stone four inches thicker than the facing, equal to at least 10% of the face area, may be of the same thickness as brick walls under similar conditions.

Bond Stone and Anchors Wall Thickness

(b) Where less than the specified minimum of bond stone is employed in Random Ashlar facing, metal ashlar anchors shall be used in supplement thereto, for all of the larger size facing stones, in order that such facing may be counted as a part of the wall thickness.

Area of Bond Stone

(c) In no case shall the area of bond stone be equal to less than 7% of the superficial area of solid wall.

ALLOWABLE LOADS ON RUBBLE AND RANDOM ASHLAR MASONRY

SUB SECTION 6

Concentrated Loading

The uniform or concentrated loading on stone masonry or stone masonry faced walls, shall not exceed the following:

SOLID WALLS

Schedule

Ordinary Rubble

(a) Rough or ordinary Rubble, 75% of the load permitted on walls.

Coursed Rubble

(b) Solid Coursed Rubble, loading equal to that on brick walls.

Random Rubble

(c) Solid Random Rubble, loading equal to that on brick walls.

VENEER WALLS

Schedule

Random Rubble

(a) Walls faced with Random Rubble, 80% of the load permitted on backing masonry.

Random Ashlar

(b) Walls faced with Random Ashlar, 85% of the load permitted on backing masonry.

TILE AND CONCRETE JOIST CONSTRUCTION

SECTION 159

SubSection 1.

Term Defined

(a) Be it further ordained that the term Tile and Concrete Joist Construction is hereby defined to mean a system of floor construction in which reinforced concrete joists are used in combination with hollow clay tile or with concrete block and tile.

Tile Units

(b) The provisions relating to reinforced concrete construction shall apply as far as applicable to this system.

Hollow clay tile or concrete block or tile used in this form of floor construction shall conform in every respect to the requirements for load-bearing hollow clay tile and concrete block and tile, specified elsewhere in this Code.

Tile Quality

(c) All tile shall be hard burned terra cotta tile of uniform quality, free from shrinkage cracks, with true beds and having an ultimate compressive strength of not less than 4,000 pounds per square inch of net area of surface tested.

Stresses

The following stresses and values shall not be exceeded.

Extreme fibre stress (compressive) on hollow tile, 500 pounds per square inch.

Shear

Shearing stress on hollow tile, 200 pounds per square inch.

Adhesion

Adhesion between tile and 1:2:4 concrete or 1:3 cement mortar, 40 pounds per square inch.

Modulus of Elasticity

Ration of modulus of elasticity of steel to that of tile with cement mortar joints, 10.

SPECIAL PROVISIONS FOR TILE AND CONCRETE JOIST CONSTRUCTION

SUB-

SECTION 2

Soaked with Water

(a) Be it further ordained that the hollow tile shall be thoroughly soaked with water at the time concrete is poured, and be kept drenched at least thirty-six hours afterwards.

Joints

(b) The joints between tiles shall be staggered, buttered and slushed full of mortar consisting of one (1) part of Portland cement and three (3) parts of clean, sharp sand, thoroughly mixed.

TERRA COTTA TILE COLUMNS

Sub Section 3

Height of Column

(a) Be it further ordained that columns of solid terra cotta or of hollow terra cotta in which the sectional area of the open holes in each block shall not exceed twenty (20) per cent, of the gross sectional area of such block, may be used for structural purposes provided the height of such column shall not exceed twelve times the least dimension.

Stress

(B) The allowable stress shall not exceed 350 pounds per square inch and shall be subject to the reduction formula given in Section 539, Paragraph (f).

Quality Compressive Strength

(c) All terra cotta tile used for construction of columns shall be hard burned terra cotta tile of uniform quality, free from shrinkage cracks, with true beds, and having ultimate compressive strength of not less than 6,000 pounds per square inch of net area of cross section of samples tested.

Mortar

(d) Mortar used in setting terra cotta walls and columns to be composed of one (1) part Portland cement and three (3) parts clean, sharp sand, thoroughly mixed.

SPECIAL PROVISIONS AS TO WORKMANSHIP IN TILE COLUMN CONSTRUCTION.

SUB SECTION 4

Setting

(a) Be it further ordained, that all terra cotta shall be thoroughly wet before using and when used in columns shall be set on end with the voids running vertically and directly over each other, and with the webs in direct line of pressure.

Vertical Joints

(b) All vertical joints must be stagger and terra cotta blocks shall be of proper dimensions to meet this condition, as no broken tile will be allowed.

Horizontal Joints

(c) All work shall be set plumb, with uniform horizontal joints, thickness to average $\frac{1}{8}$ of an inch.

Time Before Load

(d) The minimum time which shall elapse between the finishing of the work and before any load is placed thereon shall be not less than seven days.

TERRA COTTA GRAIN BIN CONSTRUCTION

SUBSECTION 5

Cylindrical Form

Be it further ordained, that fire proof storage bin, grain elevators and grain warehouses may be built in cylindrical form with terra cotta tile of such height, diameter and thickness as is allowed by safe engineering practices, provided that the material shall not be stressed in excess of the limits prescribed in this code for walls and columns.

TERRA COTTA ARCHITECTURAL

SECTION 160

Standard Specifications

Be it further ordained, that all terra cotta work for architectural embellishment shall be executed in strict conformity with the standard specifications for the Manufacture, Furnishing and Setting of Terra Cotta, adopted by the National Terra Cotta Society and shall meet the following general conditions of this Code.

DESIGN AND STRUCTURE

Ends Walls and Partitions

1--(a) Walls shall not be less than one inch thick and partitions shall be of such thickness and so spaced as to perform their proper functions with regard to form and structure.

Anchor Holes

(b) Each piece of Terra Cotta shall be provided with the necessary anchor holes and hand holes and shall be so formed as properly to engage the structure.

Beds generally shall be not less than 4 inches deep.

IN CONNECTION WITH STRUCTURAL STEEL

Supporting Metal Work and Anchors

2--Beams, channels, angles, T's, plates and fabricated members for supporting Terra Cotta and which are not secured to the structural steel by rivets or short bolts, shall be provided according to Terra Cotta standard specifications.

In CONNECTION WITH STRUCTURAL CONCRETE

Supporting Metal Work Imbedded

3--All supporting metal work shall be imbedded in concrete and all shelf angles and continuous rods shall be provided.

SETTING

solid Bed of Mortar

4--(a) All terra cotta shall be set true to a line and carefully laid in a solid bed of mortar

No Voids

(b) All rebates in bed and cross joints from front to back and top to bottom, shall be filled solid with mortar, leaving not voids.

Tamped in Place

Each piece of terra cotta shall be tamped into place, excess mortar cut off and joint struck with a jointer or trowel.

Sills and Capping

(c) All sills, wall copings and other capping courses, shall be set in a thick bed of mortar and well pounded down so that the mortar fills all spaces around bottom of webs of terra cotta.

BACKING

Simultaneously with Setting

5--The backing of terra cotta shall proceed with the setting, and at no time shall the terra cotta proceed more than one course ahead of brick backing.

Backed up solid

Each piece of terra cotta shall be backed-up solid with brick and mortar, so as to make a perfect bond and homogeneous mass between wall lines.

Beyond Wall Line

This backing shall extend beyond the wall line when necessary to structural stability.

PROTECTION

From Local Injury

6. All uncompleted walls, including terra cotta and backing shall be protected by waterproof covering at night and at any time when liable to injury from storms or freezing.

ANCHORS

Coated With Paint

7--(a) All anchors, hangers, bolts, clips, straps, cowels, rods, pins, etc., for supporting or securing terra cotta shall be thoroughly coated, where manufactured, with asphaltum applied hot.

Wrought Iron

(b) All of the above shall be made of wrought iron, meeting the specifications of the American Society for Testing Materials.

(c) Dimensions

For all courses (not balanced on wall) where integrity depends on iron, sizes of hangers and dowels shall be as follows:

Hangers and Dowels

Courses 4 in. high and under, $\frac{1}{2}$ in. hanger, $\frac{5}{8}$ in. dowel.

Courses 4 in. to 10 in. high, $\frac{5}{8}$ in. hanger, $\frac{3}{4}$ in. dowel.

Courses over 10 in. high, $\frac{3}{4}$ in. hanger and $\frac{7}{8}$ in. dowel.

Self-Supporting

(e) Self-supporting courses shall be secured to framing or masonry by strap anchors of $\frac{1}{4}$ in. square iron cut and bent to proper sizes at building.

PROTECTION OF METAL

Imbedded

8--(a) Metal work of every description, supporting terra cotta, shall be imbedded thoroughly in the masonry backing and when not so imbedded, metal work shall be so protected against corrosion by encasing with cement mortar or in cement mortar masonry.

Encasing Mortar

(b) When the back of a terra cotta course comes in contact with iron or structural concrete in such manner as to prevent the encasing of supporting iron from the rear, an opening shall be made in the top to admit of the placing of the encasing mortar as required above.

MORTAR

Portland Cement

(a) All cement used for setting mortar shall be of a standard brand of Portland cement, fulfilling the requirements, both physical and chemical, of the standard specifications for Portland cement adopted by the American Society for Testing Materials.

Sand

(b) All sand used for setting mortar shall be clean, sharp and well graded in size.

Proportions

(c) All mortar for setting and pointing shall be composed of one volume of Portland cement to three volumes of sand.

Lime Lime, not to exceed 1-5 of a sack of lime to a sack of cement, shall be added.

Mixture

(d) The sand, cement and lime shall be thoroughly mixed dry before any water is added.

POINTING

As Setting Progresses

10--(a) All joints in terra cotta shall be pointed and struck as the setting progresses except in freezing weather.

Freezing Weather

In freezing weather and when repointing is necessary, all joints shall be raked or cut out to a depth of $\frac{1}{2}$ inch and pointed with same mortar as specified for setting or with an approved elastic cement in the construction mentioned below.

Projecting Cornices

(b) All joints in projecting cornices over hanging terra cotta, balustrades, sill-courses, parapets and free-standing features, shall have joints raked out one-half ($\frac{1}{2}$) inch and pointed with Vulcatex or other elastic cement of equal quality.

PARAPET WALLS

Back Facing

11-- All parapet walls with front face of terra cotta shall be faced on the back with vitrified or sewer brick set in cement mortar, with horizontal joints not over $\frac{1}{4}$ inch.

WASHES, WEEP HOLES AND DRIPS

Projecting Courses

12--(a) Washes shall be provided on all projecting courses; and saddles shall be provided in ornamental details sufficient to shed water readily.

Voids and Weep Holes

(b) If voids, in which water is liable to accumulate, remain in the terra cotta after it has been backed up and bonded properly and all supporting iron has been encased, as per these specifications, then weep holes shall be provided at such points as may be necessary for drainage and air circulation.

Drips

(c) All projection courses--such as sills, belts, cornices, copings, etc., shall have drips so that water will not run down face of walls.

PROVISION FOR RECEIVING FLASHING

Raggles

13-- Raggles, not less than 3/4 inch deep, shall be provided in terra cotta to receive flashing when the terra cotta pitches inward against superimposed work; for all balcony floors; for all gutter linings and at all other points necessary.

JOINTS

Dimensions

14-- Standard specifications requires all joints to be approximately 1/4 inch wide. Standard specifications does not require joints to be rubbed.

MATERIAL

Physical Characteristics

15 Physical characteristics in terms of crushing strengths, densities, and elasticity, or specifications for tests shall be according to terra cotta standard specifications.

CONCRETE BLOCKS

SECTION 161

Be it ordained that the manufacture of concrete blocks shall be under the following terms, conditions, restrictions and penalty in violation thereof:

LICENSING

SUB SECTION 1

Manufacturer, Selling Agency, Dealer

Every manufacturer of such tile or concrete block, selling agency or dealer therein shall secure a license for the manufacture or sale for use for building purposes for such block or tile in the City of Fort Wayne, for which license there shall be paid to the Building Inspector for the use of the City, a license fee at the rate of \$50.00 per annum or for any part of any calendar year.

Expiration

All such licenses shall expire on December 31st, of each year.

Tests filed

Said license shall be granted as soon as certificate of test has been obtained and approved by the Building Inspector showing that the concrete blocks proposed to be sold have met the requirements of this Code.

Name of Manufacturer Filed

The name of the firm or corporation and its responsible officers making application for such license shall be issued.

Change in Ownership Filed

All changes in ownership or management of any license shall be reported in writing within 5 days thereafter to the Building Inspector.

Transfer Fee

In case of such change any such license may be transferred by the Inspector on the payment of a transfer fee of \$3.00/

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SUB SECTION 2

Definition of Term

(a) Be it further ordained That for the purpose of this Code, all masonry building units made of Portland Cement, water and fine aggregate, or fine and coarse aggregate consisting of sand, gravel, crushed stone, crushed air-cooled blast furnace slag, steam boiler cinders, or other equivalent material suitably graded from fine to coarse, shall be termed concrete block.

Hydrated Lime

Hydrated Lime not to exceed 10 per cent of the volume of the cement used may be added to the mixture of the afore mentioned material.

Portland Cement

(b) The Portland Cement shall conform to the Standard Specifications and Tests for Portland Cement adopted by the American Society for Testing Materials.

Aggregate

All aggregate shall be clean and free from deleterious substances and approved by the Building Commissioner.

The concrete block when completed shall be sound and well seasoned.

Proportions

Materials shall be so proportioned that the block at the age of twenty-eight (28) days, or when delivered to the building site, shall meet the requirements of the compression and absorption tests hereinafter specified.

Identification of Branding

(c) All concrete block used in the city of Fort Wayne for building construction purposes shall have designated thereon such mark of identification as will indicate the name of the manufacturer and the principal place of business of such manufacturer.

Filed with Building Commissioner

(d) A facsimile of such marks of identification together with the name and principal place of business of such manufacturer shall be filed with and approved by the Building Commissioner.

SUB SECTION 3

Tests Required

(a) Samples of all concrete block shall be subjected to a compression test, and all concrete block which will be exposed to soil or weather in the finished work (without stucco, plaster or other suitable protective covering) shall be subjected to an absorption test before their use is approved by the Department of Buildings.

Number of Tests

These tests shall be made on at least three samples in any testing laboratory of recognized standing acceptable to the Building Commissioner and shall be paid for by the manufacturer.

Sample Required

Samples may be used for the absorption test where the absorption test is required, before they are used for the compression test.

Certified Copy

A certified copy of the results of each laboratory test shall be filed with the Building Commissioner for his records

Production Plant

A plant for the production of concrete building units shall be established for operation before official tests are made.

SUB SECTION 4

Methods for Making Tests

(a) For these tests samples shall be selected at random from the manufacturers stock of from block delivered to the building site, by a representative of the Department of Buildings.

Samples for Tests

The samples shall be of the regular size used in construction and shall be marked or sealed for identification by the Department of Buildings.

In case of failure of the first three specimens to meet the requirements, additional tests may be made as approved above until the specimens meet the requirements herein provided.

Test Standards

These tests shall be made in accordance with the standard methods prescribed by American Concrete Institute in its standard specifications for concrete building block and concrete building tile.

Time Requirements

The Building Commissioner shall require at least every six month a laboratory test and certification of some of the product made by every manufacturer covering samples selected by a representative of the Department of Buildings.

Samples Selected

The Building Commissioner may require tests to be made on samples selected by him whenever in his opinion there is doubt as to whether the product meets the standard prescribed by this Code

SUB-SECTION 5

Standards of Quality

(a) Before approval is given the product of a manufacturer, compression and absorption tests made at a laboratory of recognized standing shall show that the material meets the requirements of this section.

Units which will be protected in the finished work with stucco, plaster or other suitable protective covering need not be tested for absorption.

Compressive Strength

The ultimate compressive strength of hollow and two-piece units twenty-eight (28) days old or when delivered to the building site shall average not less than eight hundred (800) pounds per square inch of the gross cross sectional area of the unit as used in the wall.

Unit Test

No unit shall test less than six hundred (600) pounds per square inch over the gross area.

Gross Area

The gross cross sectional area of hollow building units shall be considered the product of the length by the width of the unit.

Gross Section

The gross cross sectional area of a two-piece of concrete building unit shall be one-half the product of the length of the unit by the width of the wall for which the units are intended.

Absorption and Temperature

The absorption of three test samples when dried to a constant weight at a temperature between 212 and 250 degrees Fahrenheit and immersed in clean water for a period of twenty-four (24) hours shall not exceed 14 pounds per cubic foot of concrete (actual volume) contained in any block.

SUB SECTION 6

Construction

All concrete block shall be laid in Portland Cement mortar with vertical joints broken, and with all courses thoroughly bonded.

Cement Mortar

Portland Cement mortar shall consist of 1 part cement to not more than 3 part of sand, in accordance with the requirements of (a) and (b)

Hydrated lime not to exceed 10 per cent of the volume of cement used may be added to the mixture.

Bonding

All masonry facing of concrete block or concrete block facing of other masonry units shall be bonded to the backing as required for the kind of facing used.

Wherever concrete block is to be covered with stucco or plaster the mortar joints shall be struck off roughly and not pointed.

Bearings

All bearings on hollow or solid concrete block construction shall be not less than 4 inches.

Vertical Cell Construction

Where vertical cell construction is used the load shall be distributed by means of metal or masonry bearing plates of sufficient thickness to distribute the imposed load, or the supporting course shall be filled with concrete.

SUB SECTION 7

Wall Thickness

(a) Other equivalent methods of construction may be used if approved by the Building Commissioner. Wherever a change occurs in the thickness of walls or piers of hollow concrete block laid with the cells vertical, unless the webs and shells are properly superimposed, the bearing loads shall be distributed upon the wall below by means of metal or masonry bearing plates, or the supporting course shall be made of solid block.

Other equivalent methods of construction may be used if approved by the Building Commissioner.

Slots or Chases

No concrete block shall be broken into in order to form a slot or recess.

Dimensions

All slots shall be built in, and no slot shall have less than 8 inches thickness toward the outside face of the wall.

SUB SECTION 8

Approval in Writing

(a) All concrete block used in the City of Fort Wayne, shall be approved in writing by the Building Commissioner.

Such written approval may be obtained upon application and submitting the certificate of tests in accordance with the provisions of (Sections 3, 4 and 5.)

Approval Fee

(b) When the blocks are found to comply with all the requirements, the written approval shall be issued upon payment of Twenty-five (\$25.00) Dollars to the city treasurer, which amount is to be credited to the public safety fund.

Each approval shall expire on the last day of January of each year.

Registration

The name of the person, firm, or corporation and its officers who manufacture the block shall be placed on file with the Building Commissioner as a record.

Changes Reported

All changes of ownership or management of any plant whose block is approved under this section shall be reported in writing to the Building Commissioner.

Subsequent Tests

(c) If at any time after the approval of the concrete blocks the Building Commissioner finds it necessary to require subsequent tests in accordance with Section 4, and such tests disclose that said block do not meet the requirements of said section, then the Building Commissioner may forthwith revoke the approval of such block theretofore given.

VIOLATION OF CODE

SUB SECTION 9

Penalty

(a) Be it further ordained that any person, firm or corporation or agent who shall violate any provision of this code shall be subject, upon conviction thereof, to a fine of not less than Ten (\$10.00) Dollars or more than One Hundred (\$100.00) Dollars for each offense.

Separate Offense

(b) The continued violations of any provisions shall constitute a separate offense for each and every day such violation of any provision hereof shall continue.

CONCRETE BLOCK CONSTRUCTION

SUB SECTION 10

Requirements

Be it further ordained, that hollow concrete building blocks may be used where said blocks conform to the requirements of this code.

WALLS BUILT OF CONCRETE BLOCKS

SUB SECTION 11

Foundations and Bearing Walls

(a) The thickness of foundations and bearing walls for "Concrete Block" shall be, to-wit as follows:

Minimum Thickness of Walls in Inches for "Concrete Blocks".

Schedule, Dimensions of Walls

Basement F Height	First	Second	Third
Onestory--			
12 inch	8 inch		
Two story--			
12 inch	8 inch	8 inch	
Three story--			
16 inch	12 inch	10 inch	8 inch

except,

One Story Buildings

In one story buildings outside of the fire limits, in cases where frame construction is permitted by this Code, eight (8) inch "Concrete Block" walls may be used provided that no such wall exceeds fifty (50) feet in length between masonry cross-walls or adequate pilasters or fourteen feet in height.

Outside Fire Limits

(a) In residence buildings, duplexes or double duplexes outside the fire limits, the thickness of "Concrete Block" walls shall not be less than eight (8) inches for the uppermost twenty (20) feet in height and twelve (12) inches for the next fourteen (14) feet in height.

Gables
An additional five (5) feet of eight inches non-load bearing wall is permitted in gables.

Openings

(b) The width of opening in such "Concrete Block" walls shall in no case exceed one-third (1-3) of the total length of the wall unless the thickness is increased four (4) inches or more.

Loading Factor of Safety

(c) In no case shall the loading of any "Concrete Block" wall exceed the safe load allowable for "Concrete Block" walls with a factor of safety of ten (10) or one-tenth (1-10) of the ultimate crushing strength of the wall as laid up in mortar as specified in section four (4).

Tenement House Walls

(d) In exterior walls of tenement houses the walls of the last story above the basement may be reduced to eight (8) inches in thickness, provided that no such wall has a greater horizontal length than thirty (30) feet without a cross wall, or adequate pilaster not less than ninety-six (96) square inches in horizontal cross sectional area, in addition to the wall.

Wall Reduction

Such wall reduction shall be limited to fourteen (14) feet in height.

Interior Walls

(e) The interior fire and load bearing "Concrete Block" walls of any residence duplex or double duplex building shall not be less than eight (8) inches thick for the uppermost twenty (20) feet and twelve (12) inches thick for the next lower fourteen (14) feet in height.

Pipe Chases

(f) Pipe Chases shall not be cut in "Concrete Block" walls or pilasters but shall be provided for by properly formed "Concrete Blocks".

Depth

No such chase shall be over one-third (1-3) of the thickness of the wall.

Beds

(g) The bed of the "Concrete Block" shall be considered as the thickness.

Business Buildings

(h) Nothing in this section shall prohibit a wall reduction to eight (8) inches for the second story of two story buildings or structures located outside of the fire district, providing the second story is used exclusively for office or housing unit purposes.

Piers

(i) The unsupported height of "Concrete Blocks" piers shall not exceed ten (10) times their least dimension.

LAYING OF CONCRETE BLOCKS

SUB SECTION 12

Footings

(a) Be it further ordained that the bottom courses of "Concrete Blocks" laid up in any wall of any building or structure shall have a footing under the wall, not less than four (4) inches wider than the wall and at least four (4) inches thick vertically, or a continuous course of concrete of similar dimensions.

Wetting Blocks

(b) All concrete block shall be thoroughly saturated with water before being set.

Joints

(b) All vertical and horizontal joints shall be flushed full with mortar.

Mortar

(c) All mortar for "Concrete Blocks" shall be composed of one (1) part cement to three (3) parts of clean sharp sand with not over one (1) part hydrate of lime proportioned by volume.

Mixed And Used

The mortar used shall be mixed in small batches and used immediately.

Under Joists, Beams and Sills

(d) The last course of "Concrete Blocks" immediately under any joists, beams, door sills or window sills shall be solid blocks or filled with solid concrete.

Supporting Lintels

(e) Piers and buttresses supporting lintels with a load in excess of five (5) tons shall be built solid.

Supporting Heavy Loads

Piers and pilasters supporting heavy loads shall be built solid, and shall be as large in area as required by the load, which in no case is to exceed one-tenth (1-10) of the ultimate strength of the area of support.

Lintels and Sills reinforced

(f) Concrete lintels and sills shall be reinforced with steel bars.

Supports for Lintels

The supports for lintels shall rest upon solid "Concrete Blocks" immediately under the lintels or sill.

Header Courses

(g) Where walls and piers are built of more than one row of blocks in the thickness header courses shall be provided every third course of Blocks.

Blind Headers

Blind headers may be used

Offsets (h)

Where there is an offset in any Concrete Block wall the last course or ledge course of blocks shall be made solid blocks.

With Brick Backing

(i) Where the face only is of hollow concrete building block, and the backing is of brick, the facing of hollow concrete blocks, shall be strongly bonded to the brick, either with headers projecting 4 inches into the brick work, every fourth course being a heading course or with approved ties; no brick backing to be less than eight inches.

Bond

(j) Where the walls are made entirely of hollow concrete blocks, but where said blocks have not the same width as the wall, every fifth course shall extend through the wall, forming a secure bond.

USES OF CONCRETE BLOCKS IN BUILDINGS OR STRUCTURES

SUB SECTION 13

Chimney

(a) Be it further ordained, that "Concrete Blocks" are used for chimneys the blocks shall be in no case less than $3\frac{3}{4}$ inches in thickness and web not less than 1 inch.

Flue Lining

The flue shall be lined from top to bottom with approved fire clay lining.

Pilasters

(b) In "Concrete Block" walls where pilasters or piers are required the same shall be made of solid blocks or hollow blocks filled solid with concrete from top to bottom of the pilaster or pier.

WHERE CONCRETE BLOCKS SHALL NOT BE USED

SUB SECTION 14

Building for Oil Storage or Explosives

Be it further ordained, that "Concrete Blocks" shall not be used for partition or bearing walls in oil houses or any building where explosive fumes are liable to diffuse the hollow space.

FIREPROOF CONSTRUCTION

SECTION 162

Foundation and Walls

(a) Be it further ordained that foundations, retaining walls, bearing walls and piers in fireproof buildings shall be made of brick or stone, laid in cement mortar, or of concrete, plain or reinforced, or of iron or steel columns and beams enclosed in brick, tile or concrete masonry.

Wood shall not enter into their construction.

Floors and Roof Slab

(b) Floors and roofs shall be constructed of beams made of steel or of reinforced concrete properly spaced and tied and spanned with arches or slabs made of fire-resisting materials, and of sufficient strength to carry the loads for which they are designed.

Partitions

(c) Fireproof partitions subdividing the spaces on the floor of the fireproof building may be built of steel or iron uprights spaced according to the provisions of Section 122-C, governing the minimum weights of metal lath and metal channels and attachment of metal study, if lathed with metal lath and plastered both sides to a total thickness of partition not less than $1\frac{3}{4}$ inches.

Hollow Blocks

(d) Fire proof partitions may be built of hollow burnt clay or other incombustible hollow building blocks.

To provide foundation for wood door and window trim or other wood interior finish, wood frames may be set up in the partition for the openings and narrow vertical wood strips may be built in for other wood finish.

Door and Window trims (e)

(e) Partitions subdividing space on the floor of a fireproof building must be set forth upon the fireproof floor.

Wood Floors Sleepers Bedded in Concrete

(f) The flooring may be of wood, nailed to wood sleepers not two inches by four inches, imbedded in concrete to the under side of flooring.

Interior Finish

(g) The interior finish, window frames, sash and doors may be of wood, except as provided here after.

Construction of Stairs

(h) The stairs and staircase landings shall be constructed of brick, stone, concrete, iron or steel or a combination of these materials.

Stair Wells Enclosed

(i) In all fireproof buildings, if exceeding three stories or forty feet in height the stairs shall be enclosed in each story with fireproof material same as required for elevators to so form an enclosure.

Office Building

(j) In fireproof office buildings the stair way shall be entirely cut off by a fireproof wall or partition from the basement and any other part of the building not used exclusively for office purposes.

WIRED GLASS WINDOWS

SECTION 163

Openings to be Protected, Wire Glass

(a) Be it further ordained, that every building which is more than two stories in height above the curb level, shall have approved wired glass windows in metal frames on every exterior window opening, above the first story thereof, and with approved fireproof frames and doors on door openings, if any, excepting the following:

Buildings Excepted

Excepting, private dwelling houses, churches, tenements and schools.

Except On Front

Excepting, on the front openings of buildings fronting on streets which are more than thirty feet, and facing the same.

Wired Glass Windows Above Roof of Adjoining Building.

(b) All windows and door in a wall of any building built upon a party line above the roof of any adjoining building shall likewise be protected.

FIREPROOF SHUTTERS

SECTION 164

Fireproof Shutters as a Substitute for Wired Glass

Be it further ordained that when satisfactory to the Building Commissioner and the Underwriters having jurisdiction standard fireproof shutters and doors may be deemed the equivalent of approved wired glass metal frame windows.

FIREPROOF FLOORS, FILLING BETWEEN BEAMS

SECTION 165

Floor Filling of Brick or Hollow Tile

(a) Be it further ordained that between the steel floor beams may be placed arches made of brick or of hollow tiles or hard burnt clay, semit porous terra cotta of uniform density and hardness of burn, or the space between the beams may be filled with a floor filler of steel joist construction, with metal lath and plaster not less than three-quarters

(3/4) of an inch in thickness applied only on the lower flanges of the joists either attached directly thereto, or suspended therefrom and having a concrete slab over the metal lath

and plaster ceiling beneath.

Such steel joist floor construction shall be deemed a floor filler for all light occupancy buildings where the floor loads shall not exceed more than one hundred and twenty (120) pounds per square foot, and such steel joists shall not support loads or stresses except the superimposed floor load directly on same.

Details Submitted

But in any case detail plans and strain sheets shall be submitted to the Building Commissioner showing the details of proposed construction.

Working Stress

(b) No material in any part of the design shall be subjected to a greater working stress than is prescribed in this Code.

Actual Test May Be Required

(c) The Building Commissioner may require that an actual test be made of the proposed floor construction.

Such test shall be made under the supervision and at the expense of the owner or contractor and the floor construction be subjected to a fire test under a maximum floor load.

Authenticated Records of Previous Tests

(d) Duly authenticated records of tests heretofore made of any system of fireproof floor filling and protection of the exposed parts of the beams may be presented to the Building Commissioner, and if the same be satisfactory to said Building Commissioner it shall be accepted as conclusive.

INCASING INTERIOR COLUMNS

SECTION 166

Incasing Interior Columns Metal Columns

(a) Be it further ordained, that all cast iron, or rolled steel columns, including the lugs and brackets used for vertical supports in the interior of any fireproof building, or used to support any fireproof floor, shall be entirely protected with not less than three inches of hard burned brick work terra cotta, concrete or other approved fireproof material securely applied.

No Plaster Used

(b) Plastering on metal lath may be used as a protection to steel or cast iron columns in non-fireproof buildings. Metal lath shall be securely clipped or otherwise secured to the metal column at intervals not exceeding eighteen (18) inches on center, and be properly furred out from the column to preserve an air space of not less than one inch between column and metal lath, and be covered by plaster to a thickness of not less than three quarters (3/4) of an inch.

Insulating Material

(c) No single block or unit of insulating material used for column covering shall have a greater vertical dimension than 12 inches when placed in position, nor shall the shells and web of hollow tile or terra cotta blocks be less than five-eighths inch in thickness.

Laid With Portland Cement

These blocks shall be laid up with Portland cement mortar, and shall be suitably tied or anchored together.

Projections

(d) The extreme outer edges of lugs brackets and similar supporting metal may project to within seven eighths of an inch of the surface of the fireproofing.

Covering from Floor to Ceiling

(e) The fireproof coverings shall start upon the fireproof floors and continuously extend to the fireproof ceilings or underside of girders and be entirely independent of any ornamental base or capital.

Jacketing

(f) Where the fireproof protection of columns is exposed to damage from trucking or handling of merchandise, such fireproof protection shall be jacketed on the outside for a height not less than four feet from the floor.

INCASING EXPOSED SIDES AND BOTTOM AND TOP PLATES AND FLANGES OF GIRDERS AND BEAMS

SECTION 167

Girders

(a) Be it further ordained that the exposed side of rolled steel girders, supporting walls, or steel floor beams or supporting floor arches of floors shall be entirely encased with hard burned clay, porous terra cotta, concrete or other approved fireproof material not less than three inches in thickness.

Material and Thickness of Insulation

(b) The bottom and top plates and flanges of such girders shall have not less than two inches in thickness of such insulating material.

Beams, Material and Thickness of Insulation

(c) The bottom and top plates and flanges of all rolled steel floor and roof beams and all exposed portions of such beams below the abutments of the floor arches or filling between the floor beams shall be entirely incased with hard burned clay, porous terra cotta, concrete or other approved fireproof material.

Such incasing material shall be not less than two inches in thickness.

Securely Attached

(d) All enclosing material shall be securely attached to the girders and beams and where concrete is used for fire protection for enclosing material it shall be reinforced by expanded metal or other metallic mesh, securely wrapped around the girder or beam.

Thickness of Shells and Webs of hollow

(e) The shells and webs of hollow tile blocks shall be not less than five-eighths of an inch in thickness and shall be laid up with Portland Cement mortar, and the said blocks shall be suitably tied or anchored together.

INCASING INTERIOR COLUMNS AND GIRDERS IN NON-FIREPROOF BUILDINGS

SECTION 168

Thickness of Insulation in Non-Fireproof Buildings

(a) Be it further ordained that in all non-fireproof buildings exceeding two stories in height where iron or steel structural members are incorporated in the construction of the building, shall be as follows:

All iron or steel columns, girders and beams shall be incased as described in Sections 165 and 167 of this Code, except that the thickness of such insulating material shall be not less than two inches, provided that such insulating material shall consist of two (2) layers of plaster and expanded metal lath separated by one-half ($\frac{1}{2}$) inch air space and with a one-half ($\frac{1}{2}$) inch air space between the inner layer and the structural iron or steel.

FIRELIMITATION AND FIREPROOF BUILDINGS

SECTION 169

Buildings when Considered Fireproof

(a) Be it further ordained that unless otherwise specified in this Code, buildings will be considered of fireproof construction when they are built throughout of incombustible material, with the exception of the floor covering, interior finish and window frames and shall include standard mill construction with sprinkler system.

Within Fire Limits

(b) No frame, veneered or ironclad building shall be built within the PRIMARY FIRE LIMITS of the City of Fort Wayne, except temporary sheds provided for in Section 33 of this Code.

Frame Buildings Repaired

(c) No existing frame structure within the PRIMARY FIRE LIMITS shall be altered or repaired except as provided for in Section 32 of this Code.

Tenement and Apartment Houses When Fireproof

(d) All tenement or apartment houses within or without the PRIMARY FIRE LIMITS, if more than three stories and a basement in height, shall be of fireproof construction and all exterior walls shall be of solid masonry.

MAXIMUM INDIVIDUAL FIRE LIMITS AREAS. SPRINKLER SYSTEMS

SECTION 170

Non-Fireproof Buildings

(a) In all non-fireproof stores, warehouses, lofts and factories no single fire limit area between brick or concrete fire walls of a thickness corresponding to the main bearing walls shall exceed the following:

Without Sprinklers

(b) When such building is without an approved system of automatic sprinklers the area shall not exceed 7,500 square feet.

With Sprinklers

(c) When such building is provided with an approved system of automatic sprinklers the area shall not exceed 11,250 square feet.

Fireproof Building

(d) In all fireproof stores, warehouses, lofts and factories no single floor limit area between fire walls shall exceed the following:

Without Sprinklers

(e) When such building is without an approved system of automatic sprinklers the area shall not exceed 15,000 square feet.

With Sprinklers

(f) When such building is provided with an approved system of automatic sprinklers the area shall not exceed 22,500 square feet.

Kept in Working Order

(g) The automatic sprinkler system including the water supplies in connection therewith hereby required in this section, shall be installed and kept in perfect working order by the owner, lessee or occupant of the premises.

Prohibiting the Removal of Walls

(h) No wall or part of a wall in any existing building nor in any building hereafter erected shall be removed to produce a larger area than those named in this section without special permit from Building Commissioner.

Communicating Areas

(i) When two or more fireproof or non fireproof buildings communicate, although protected by double standard fire doors, they shall be provided with a system of a proved automatic sprinklers when occupied as stores, warehouses and factories.

Openings in Fire Walls

(j) Openings in the brick fire walls of buildings specified in this section shall in cases exceed 8 feet in width nor more than 10 feet in height, and above each such opening there shall be a curtain wall between the top of the opening and the ceiling line of at least 3 feet.

Doors Automatically Self-Closing

(k) The opening shall be provided with standard automatic, self-closing fire doors on both sides of the wall.

Sprinklers for Stores, Warehouses, Lofts and Factories.

(l) All stores, warehouses, lofts and factories when exceeding four stories in height, whether non-fireproof or fire-proof shall be provided with an approved system of automatic sprinklers throughout.

Theaters and Other Places of Amusements

(m) Theaters, opera houses, rooms for moving picture shows, or other places of amusement, with a seating capacity of 500 or more, shall be constructed of fireproof material throughout except the stage proper, which shall be constructed in accordance with Section 239.

Smokehouses

(n) All smoke houses hereafter to be built shall be constructed fireproof throughout. If they open into any other buildings such openings shall have fireproof doors.

STANDPIPES--FIRE APPLIANCES

SECTION 171

Buildings Required

(a) Be it further ordained, that all buildings exceeding a height of seventy (70) feet shall be equipped with standpipes as follows:

Number of Standpipes One

One for each division of the building. One for each ten thousand (10,000) square feet ground area or fraction thereof, or for each end street front.

Dimensions of Pipes

(b) Such standpipes shall not be less than four (4) inches in diameter for buildings not exceeding one hundred and twenty-five (125) feet in height.

(c) Six (6) inches in diameter for buildings exceeding one hundred and twenty-five (125) feet in height.

(d) Except that where existing buildings are now equipped with standpipes, the diameter may be three (3) and four (4) inches, respectively.

But the number of standpipes must conform with the above requirements.

Material

(e) All standpipes shall be of wrought iron or galvanized steel, and together with fittings and connections shall be of such strength as to safely withstand three hundred (300) pounds of water pressure to the square inch when installed ready for service without leaking at the joints, valves or fittings.

Locations

(f) They shall be located where they are easily accessible in any public portion of the building. If placed in closets or shafts the doors to the same shall not be locked and shall be plainly marked "FIRE HOSE".

HOSE CONNECTIONS

SECTION 172

Standpipes and Connections

(a) Be it further ordained, That all standpipes shall extend from the cellar to and through the roof, with a hose connection located from four (4) to six (6) feet above each floor level.

Hose Connections

(b) The hose connection shall be fitted with approved straightway composition valves in each story, including the cellar; also a hose connection provided above the roof.

Couplings

(c) All couplings shall be the same hose thread as that used by the City Fire Department.

STEAMER CONNECTIONS

SECTION 173

Siamese Connections

(a) Be it further ordained, that all standpipes shall be provided with a Siamese steamer connection, located on the outside of the building and of easy access to the Fire Department. The inlet pipe from the steamer connection to the standpipe shall not be less in diameter than the largest standpipe.

Check Valves

(b) The Siamese steamer connection shall be provided with check valves in the Y and substantial brass or gun metal caps provided to protect the thread on the connection.

Drip Pipe

(c) All portions of the Siamese connection or standpipes that are in danger of freezing shall be provided with a drip pipe and valve for the purpose of draining.

Water Supplies

(d) In addition to the provisions for steamer connections to standpipes the water supply shall be as follows:

City Water where the pressure is sufficient

Automatic fire pump of seven hundred and fifty (750) gallons or more per minute.

Elevated tank or steel pressure tank of not less than ten thousand (10,000) gallons capacity.

Automatic Supply for Certain Buildings.

(e) In all buildings coming under these regulations as to height which are occupied for sleeping purposes, such as hotels, lodging houses hospitals and asylums.

The standpipe system shall have at least one of the automatic supplies heretofore described.

Check Valve Under Tank

(f) Where such standpipe is connected to a tank there shall be a straightway check valve in the horizontal section of the pipe between the first hose outlet below the tank and the tank.

Tanks

(g) Such tank shall be filled by a separate pipe, and not through the standpipe, and where such tank is used for the house the house supply shall extend into the tank to such a height as will reserve not less than sixty-five hundred (6,500) gallons of water for fire purposes.

Location of Pumps and Boilers

(h) Where pumps constitute a supply to standpipes, they shall be placed not less than two (2) feet above the floor level.

(i) The boilers upon which the pumps depend shall be so arranged that the flooding of fires under same will be impossible.

If the pumps are operated by motors, the motors shall be protected against wetting.

DRY CLEANING ROOMS

SECTION 174

Steam Pipes

(a) Be it further ordained, that dry cleaning rooms shall be equipped with steam pipes extending around the said rooms at the floor and ceiling lines.

Steam Jets

(b) From these steam pipes there shall be openings or jets at intervals not exceeding twelve (12) inches.

Control

(c) This steam system shall be controlled by a lever valve located outside of said dry cleaning room.

SPRINKLER PIPES IN BASEMENT AND CELLARS OF MERCANTILE AND MANUFACTURING BUILDINGS

SECTION 175

Where Required

(a) Be it further ordained, that in all buildings hereafter constructed or altered, within PRIMARY FIRE LIMITS, used or occupied for mercantile purposes there shall be provided, in addition to the standpipes required in section 170 to 173 inclusive, an approved system of automatic sprinklers placed at the ceiling of each story below the first or grade floor, and extending to the full length and breadth of the building and properly supplied from the city water main or gravity pressure tank.

Conflagration Breeders

(b) Buildings of large area which are occupied for mercantile or manufacturing purposes, when located within the PRIMARY FIRE LIMITS, forming in the opinion of the Commissioner of Buildings or Chief of the Fire Department, "Conflagration Breeders," shall be protected throughout the entire building with automatic sprinklers.

Pipe Sizes

(c) The pipe sizes and spacing of heads for said sprinkling system shall conform to the schedule and rules recommended by the National Fire Protection Association which are hereby made a part of the requirements of this Code.

Siamese Connections

(d) Said sprinkler pipes shall be connected with a pipe not less than four inches in diameter leading to the outside of building and there provided with an approved Siamese steamer connection latter to be installed under requirement set forth in Section 173 of this Code, and shall be under the control and for the use of the Fire Department.

Direction Plate

(e) A suitable iron plate with raised letters shall be securely attached to the wall near said steamer connection, reading "Cellar Sprinklers" (where sprinklers are installed in cellars only) and reading Automatic Sprinklers, " where the entire building is to be protected.

FIRE ESCAPES

SECTION 176

Be it further ordained, That the following shall be a part of the Building Code of the City of Fort Wayne.

STATE LAW, APPROVED MARCH 6, 1909--BUILDINGS--FIRE--MEANS OF ESCAPE

SUB SECTION 1

Buildings Required

(a) Be it enacted by the General Assembly of the State of Indiana, That every building now or hereafter used in whole or in part as a public building public or private institution,

sanitarium, surgical institute, asylum, school house, dormitory, church, theater, public hall, place of assemblage or place of public resort.

(b) Every building in which persons are employed above the second story in a factory, workshop, or mercantile or other establishment.

(c) Every hotel, family hotel, apartment house, boarding house, lodging house, club house, or tenement house, in which persons reside or lodge above the second story.

(d) Every factory, workshop, mercantile or other establishment of more than two stories in height.

(e) All of the Above shall be provided with proper ways of egress or means of escape from fire, sufficient for the use of all persons accommodated, assembled, employed, lodged or residing in such buildings.

Egress and Means

(f) All such ways of egress and means of escape shall be kept free from obstruction, in good repair and ready for use at all times.

Rooms Above Second Story

(g) All rooms above the second story in such building shall be provided with more than one way of egress or escape from fire, placed as near as practicable at opposite ends of the room leading to fire escape and on the outside of such building or to stairways on the inside, provided with proper railings.

Outside Doors

(h) All outside doors subject to the provisions of this section shall open outward, and all windows open outward or upward.

Aisles or Passways

(i) No chairs or seats shall be allowed in the aisles or passways of such building during any entertainment or service, or when people are assembled therein.

Peace Officer

(j) No one shall interfere with any peace officer in attempting to enforce the provisions of this act.

Proscenium or Curtain

(k) The proscenium, or curtain opening, of all theaters shall have a fire-resisting curtain of some incombustible material, and such curtain shall be properly constructed and shall be operated by proper mechanism.

Certificate of Fire-Chief

(l) The certificate of the fire chief of the city where said building is located, certifying that the provisions of this act have been complied with, shall be prima facie evidence of a compliance with such requirements.

FIRE ESCAPES

SUB SECTION 2

Number Required

(a) In addition to the foregoing means of escape from fire, all such buildings as are enumerated in Subsection 1 of this act as are more than two stories in height shall have one or more fire escapes on the outside of said building, as may be directed by the fire chief aforesaid, except in such cases as the said fire chief may deem such fire escape to be unnecessary in consequence of adequate provisions having been already made for the (sic) safety in event of fire, and in such cases of exemption the said fire chief shall give the owner, lessee or occupant of said building a written certificate to that effect and his reasons therefor.

Floor Connections

(b) All fire escapes as are provided for in this section shall be constructed according to specifications issued by (the) State Department of Inspection and accepted by the chief inspector, or approved by the fire chief, and shall be connected with each floor above the first and of sufficient strength.

Landings or Balconies

(c) All and each of which fire escapes shall have landings or balconies guarded by iron railings not less than three feet in height, and embracing one or more windows at each story and connecting with the interior by easily accessible and unobstructed openings.

Stair Connections

(d) All the balconies or landings shall be connected by iron stairs, placed at a slant of not more than forty-five degrees, protected by a well-secured handrails on both sides, with a six or eight inch wide drop ladder from the lower platform, reaching to the ground; except in cases of school buildings iron stairs shall extend to a ground landing, and not telegraph, telephone, electric light poles, trees, or wire, signs or other obstructions shall interfere with the construction and use of any fire escape.

PLAN OF ESCAPES--APPROVAL

SUB SECTION 3

Approval of Plan or Style

(a) Any other plan or style of fire escape shall be sufficient if approved by the chief inspector, but if not so approved the chief inspector may notify the owner, proprietor or lessee of such establishment or of the building in which such establishment is conducted, or the agent or superintendent, or school officer, or either of them, in writing, that any such plan or style of fire escape is not sufficient, and may by and order in writing served in like manner, require one or more fire escapes as he shall deem necessary and sufficient to be provided for such establishment at such location, and (of) such plan and style as shall be specified in such written order.

Number Required

(b) Within twenty days after the service of such order the number of fire escapes required in such order for such establishment shall be provided therefor, each of which shall be of the plan and style in accordance with the specifications in said order required.

Windows And Doors to Fire Escapes

(c) The windows or doors to each fire escape shall be of sufficient size and be located, as far as possible, consistent with accessibility from the stairways and elevators, hatchways or openings, and the ladder thereof shall extend to the roof.

Stairs Or Ladders

(d) Stationary stairs or ladders shall be provided on the inside of such establishment from the upper story to the roof as a means of escape in case of fire.

HOTELS--WATCHMEN--LIGHTS--BELLS

SUB SECTION 4

Watchment, Number Required

(a) Every keeper of a hotel, boarding or lodging house or apartment house, containing fifty and less than one hundred rooms, and being more than two stories high, shall have therein at least one competent watchman on duty between the hours of nine o'clock in the afternoon and six o'clock in the forenoon, and in all hotels, boarding houses, lodging houses or apartment houses, containing one hundred or more rooms, and being four or more stories in height not less than two such watchmen shall be provided and kept on duty as aforesaid, each properly assigned.

Lights and Alarms

(b) In all hotels or lodging or other houses as are mentioned in this section the halls and stairways shall be properly lighted at night, and at the head and foot of each flight of stairs and at the intersection of all hallways with the main corridors shall be kept during the night a red light, and at the exit to each fire escape shall be suspended from the ceiling a green oil lantern, and one or more proper alarms or bells, capable of being heard throughout the house shall always remain easy of access and ready for use in each of said buildings, or an electric alarm bell in each sleeping room, approved by the chief inspector, to give notice to the inmates in case of fire.

Notice of Means of Escape

(c) Every keeper of such hotel boarding or lodging house, or other house, shall keep posted in a conspicuous place in every sleeping room a notice descriptive of all means of escape.

ROPE OR OTHER DEVICE IN ROOMS

SUB SECTION 5

Rope and Chain Appliances

(a) Every owner or owners of a hotel or lodging house situated in this State which is not already provided with suitable device for the protection of human life in case of fire, as herein provided, shall place or cause to be placed in every room of said hotel or lodging house used as a lodging room, except on the ground floor, a rope or other device or knotted rope and chain or other better appliance by which occupants of said room can lower themselves with safety from the window, or outside door of said room to the ground.

Size of Appliances

(b) The rope used with said device shall not be less than one-half ($\frac{1}{2}$) inch in diameter, and said rope and device and fastenings shall be of sufficient strength to sustain a weight of four hundred (400) pounds, and said rope shall be of sufficient length to reach from said window or door to the ground:

Construction of Appliances

(c) Such rope, wire or chain shall be fastened securely to a malleable or wrought iron hook securely fastened or anchored through the wall at least five (5) feet above the bottom of the window or door, and said device, rope, wire or chain shall be coiled on said hook and shall at all times be kept in readiness for use, and here shall be plainprinted directions how to use such rope, wire or appliance pasted within six (6) inches of the window or door where such rope or wire is fastened.

(d) Provisions of Test

And that every device for escape from fire constructed under the provisions of this section shall be tested by making a descent from the window or door where such device for escape is fastened to the ground by the owner or owners or workmen so constructing them, or by any other man under his or their direction, and a record of such descent and by whom made shall be sent to the chief inspector of the Department of Inspection.

PENALTIES

SUB SECTION 6

Owner, Lessee or Officer. Penalties

(a) The owner or owners of any hotel designated in this act, whether individual, firm or corporation, or the lessee or occupant thereof, or any school officer having charge of public property who neglects or refuses to comply with any of the provisions of this act, shall be deemed guilty of a misdemeanor and punished by fine not exceeding two hundred dollars (\$200) to which may be added imprisonment in the county jail of (for) not less than one month or (nor) more than six months.

Absence of Fire Escape Penalty

(b) In case of fire occurring in said building or buildings in the absence of such fire escape, or escapes, the said person or corporation or public officials shall be liable in an action for damages with a penalty of five thousand dollars (5,000) for the life of each person killed, in case of death, or for damages for personal injuries sustained in consequence of such fire breaking out in said building

Penalty By Imprisonment

(c) He shall also be deemed guilty of a misdemeanor punishable by imprisonment for not less than six months nor more than twelve months in the county jail, and said action for damages may be maintained by any person now authorized by law to sue as in other cases of similar injuries.

INSPECTOR--DUTIES**PENALTY

SUB SECTION 7

Law Enforcement

(a) It is hereby made the duty of the chief inspector or his deputies or their assistants in every city or town where there are fire companies, and every township trustee in townships where there are buildings coming under the provisions of this act and where there are no fire chiefs in said township, to see that the provisions of this act are enforced, and for this purpose they or their assistants or deputies shall have free access at all hours to all buildings embraced herein.

Written Notice

(b) If at any time any fire chief is informed by any person or his knowledge that any owner or owners of any hotel or lodging house as above provided, has not complied with the provisions of this act, he or they shall at once give written notice to said owner or owners of said hotel or lodging house to comply with the terms of this act, and if at the expiration of thirty (30) days said owner or owners, as aforesaid, shall not have complied with the provisions of this act, said fire chief or trustee shall institute proceedings in any court or competent jurisdiction against said owner or owners of said hotel or lodging house:

(c) That nothing contained herein shall prevent any citizens of said State of Indiana from instituting proceeding against said owner or owners of any hotel or lodging house if said person (or persons) charged with the duty of enforcing this act shall fail or refuse to do their duty:

Provided.

Owners Fail to Comply, Right to Equip

That if, (the owner or owners of any such building fail to comply with the provisions of this act, the fire chief or trustee, after thirty (30) days notice to the occupants of said building, may proceed to furnish and equip building with fire escape and all the necessary ropes and appliances for the protection of human life, as provided in Sub section 5 of this act, and shall make a sworn statement of the cost of said improvement and file same with the recorder of the county wherein the said building is situated.

Lien on Property

(d) The amount of said claim shall be a lien on said property and shall be foreclosed as mechanics' liens are foreclosed, and shall be governed by the same rules relating thereto.

Sworn Statement

(e) Said sworn statement shall be filed by said fire chief or trustee within sixty (60) days from the time that said work of equipping such building is completed.

Fire Chief or Officer Negligently Fail

(f) Any fire chief or other officer or persons charged within (with) the duties imposed upon such chief in this act, who shall wilfully or negligently fail to do his (their) duty in compliance with the provisions of this act shall be guilty of a misdemeanor, and upon conviction thereof shall be fined in any sum not less than twenty dollars (\$20) nor more than one thousand dollars (\$1,000).

HOTEL MANAGER--DUTIES

SUBSECTION 8

Duty to See, in Proper Shape

(a) It shall be the duty of the manager of any hotel or lodging house that comes under the provisions of this act to see that every such device or appliance and ropes used therewith are at all times in proper shape for use.

Enforcement of Law

(b) It is hereby made the duty of the chief inspector of the Department of Inspection or peace officer to assist in the enforcement of this law in all its provisions.

Prosecution By State

(c) All prosecutions under this act shall be made in the name of the State of Indiana and the prosecuting attorney of each judicial circuit shall render all necessary legal assistance as may be required, and in case of conviction there shall be taxed a fee of ten dollars (\$10) for the prosecuting attorney.

TOWNSHIP TRUSTEE--DUTIES

SUB SECTION 9

Duties Required of Others

In all places where there is no fire chief the trustee of the township wherein any such buildings are situated, as in this act provided and described, shall do and perform all the duties otherwise required of said fire chiefs, and be subject to all penalties provided in this act.

REPEAL

SUB SECTION 10

Former Laws Repealed

All laws and parts of laws in conflict herewith are hereby repealed, and particularly the act of March 10, 1903, entitled, "An act to provide for the protection of the public from fire, providing for its enforcement, and with penalties for the violation thereof, and repealing all laws in conflict therewith."

2111V

STATE LAW SPECIFICATIONS FOR FIRE ESCAPES

SECTION 177

Issued by the Industrial Board of Indiana for Fire Escapes on buildings enumerated in Sections 1 and 2, Chapter 222, H, 198, approved March 10, 1903.

Dimensions and Sizes

BRACKETS for platforms and stairs to be of angle, $2\frac{1}{2}$ in. x $2\frac{1}{2}$ in. x $\frac{3}{8}$ in.

PLATFORM frames to be of angle, 2 in x 2 in x $\frac{3}{8}$ in.

HAND OR TOP RAILS for balcony and stairs to be of angle, $1\frac{1}{2}$ in. x $1\frac{1}{2}$ in. x $\frac{1}{2}$ in.

CORNER POSTS under hand rails to be of angle, $1\frac{1}{2}$ in. x $1\frac{1}{2}$ in. x $\frac{1}{2}$ in.

INTERMEDIATE POSTS to be on angle, $1\frac{1}{2}$ in. x $1\frac{1}{2}$ in. x $\frac{1}{2}$ in.

HANDRAIL BRACES, stairs and balcony to be of angle, 1 in x 1 in. x $\frac{1}{4}$ in.

STRINGERS for 21 in. to 24 in. stairs to be of wrought plate, 6 in. wide by $\frac{1}{4}$ in. thick.

Stringers for 36 in. to 42 in. stairs to be of channel, 6 in. wide, 8 lbs. to the foot.

BALCONY FLOORS to be of flat bar, $1\frac{1}{2}$ in. x $1\frac{1}{2}$ in.

FILLER under ends of balcony floors, bars to be of flat bar, 1 in. x $\frac{3}{8}$ in.

FILLING under all handrails to be truss of flat bar, $1\frac{1}{2}$ in. x $\frac{1}{2}$ in.

FILLING for school buildings to be a frame of $\frac{3}{8}$ in. round rod, 20 in. wide, filled with wire mesh $2\frac{1}{4}$ in. x $2\frac{1}{4}$ in. of eight-gauge galvanized wire.

THREADS for all stairs, front and rear bars to be of angle, $1\frac{1}{2}$ in. x $1\frac{1}{2}$ in. x $\frac{1}{2}$ in.

Fillers for all threads to be of flat bar, $1\frac{1}{2}$ in. x $\frac{1}{2}$ in.

BOLTS for stairs to balconies, balconies to brackets and ladder bolts to be $\frac{1}{2}$ in. BOLTS

Bolts for base anchors to be 6 in. long, $\frac{1}{2}$ in. round, with $1\frac{1}{2}$ in. washer.

BRACKET BOLTS through wall to be 1 in. with 6 in. x $\frac{3}{8}$ in. washer and nut.

HANDRAIL BOLTS through wall to be $\frac{3}{4}$ in. with 4 in. x 1 in. washer and nut.

Rivets to be, soft wrought, $\frac{3}{8}$ in.

ROOF LADDER to be angle, $2\frac{1}{2}$ in. x $2\frac{1}{2}$ in. x 5-16 in., rounds $\frac{3}{4}$ in. round rod and 9 in centers.

DROP LADDER to be flat bar $1\frac{1}{2}$ in. x 5-16 in. with $\frac{5}{8}$ rounds.

NO CAST IRON OR HIGH CARBON STEEL SHALL BE USED IN THE CONSTRUCTION OF ANY FIRE ESCAPE.

Construction BALCONIES OR PLATFORMS

Balconies Or Platforms

(a) Balconies or Platforms shall be of sufficient length to embrace one or more openings at each floor above the first, or such openings as any order may specify, and shall not be less than forty-two (42) inches wide.

(b) Not less than twenty-four (24) inches clear space must be allowed between head of stairs and end of balcony, and between foot of stairs and end of balcony, and twenty-one (21) inches for any passageway between building and stairs or inside handrail.

(c) The platform frame shall be well connected, bolted front and rear to brackets with standard three-eighth ($\frac{3}{8}$) soft iron bolts.

FLOORING

Flooring

(a) Flooring shall consist of flat bars placed edgewise, and spaced not more than one and one-fourth ($1\frac{1}{4}$) inch centers, running cross-wise of balcony; the ends underlaid with a flat bar filler for the purpose of bringing balcony floor flush with upper edge of platform rail at head of all stairs.

(b) Bars for flooring shall be strung on three (3) quarter ($\frac{1}{4}$) inch round rods properly spaced, with metallic thimbles on each rod between the bars.

(c) Proper and sufficient head room shall be allowed for stairs through platform.

Holes for drop ladders shall be twenty-four (24) inches by thirty (30) inches, and must be at opposite ends of balcony from stair landing.

STAIRS

Stairs

(a) Stairs may have a slant of less, but not more than forty-five (45) degrees from the horizontal, and shall be not less than twenty-one (21) inches but may be twenty four (24) inches thirty-six inches (36") or forty-two (42") inches when so ordered, measured inside of stringers.

(b) When possible stairs shall be placed against dead wall; if openings are to be passed outside stringer and handrail of stairs shall line up with outside of upper and lower platforms.

(c) Stairs shall be supported at points not to exceed eight (8) feet centers, horizontal measure; supports shall be brackets where possible, otherwise five-eighths ($\frac{5}{8}$) inch round hanger from platform above shall be used with an angle iron stay of one inch by one inch by one fourth inch ($1" \times 1" \times \frac{1}{4}"$) and shall extend from inside to an expansion bolt anchored in the wall at least six (6") inches.

Stairs on school buildings shall extend to the grade and rest on a stone or concrete base. (see base).

STRINGERS

Stringers

(a) Stringers for stairs twenty-one (21) inches and not over twenty-four (24) inches wide shall be of wrought iron plate and not less than six (6") inches wide by one-fourth ($\frac{1}{4}$) inch thick.

(b) Stringers for stairs thirty-six (36") inches to forty two (42") inches wide shall be made of channel iron six (6") inches wide, eight (8) pounds to the foot.

(c) Or stringers may be formed with a top chord of angle iron two by two by one-quarter ($2" \times 2" \times \frac{1}{4}"$) inches, having a bottom chord of two by three eighths ($2" \times \frac{3}{8}"$) inch flat bar, both chords to be latticed with flat bar one and one-fourth by one-fourth ($1\frac{1}{4}" \times \frac{1}{4}"$) inches.

(d) Stringers shall be connected to platform, brackets and supports with half ($\frac{1}{2}$) inch bolts, thread ends shall be well upset after erection.

STEPS

Steps

- (a) Risers shall not exceed seven (7") inches for school stairs, nor eight (8") inches for other stairs.
- (b) Threads in stairs of forty-five (45) degrees angle shall not be less than seven (7") inches wide on school buildings, other buildings not less than eight (8") inches wide; in stairs not so steep, the rear angle of under thread shall line vertically with face of front bar of the next tread above.
- (c) The front and rear bars of all treads shall be angle iron inverted, open angle down, with filler bars placed edgewise and spaced not more than one and one-fourth ($1\frac{1}{4}$) inches centers.
- (d) Treads thirty six (36") inches to forty two (42") inches wide shall have one row of timbles on a quarter ($\frac{1}{4}$) inch round rod through center of tread all treads shall be well riveted front and rear to stringers.

HANDRAILS

Handrails

- (a) Handrails for balconies and stairs, corner posts, intermediate posts and handrail braces shall be made of angle bar (see size).
 - (b) All railing, corners, joints, splices, ramps and easings must be smooth, free from barbs or rough edges.
 - (c) Wall ends of top or handrails shall be connected to wall by three quarter ($\frac{3}{4}$) inch round bolt through, secured inside with a four by four by one fourth ($4" \times 4" \times \frac{1}{4}$) inches washer and nut plastered over.
 - (d) Top or handrail for balcony shall be three feet above platform rail; handrails for stairs shall be three feet above outside edge of treads, measured vertically.
- End posts to railing about stair openings shall be well braced and must not vibrate.

POSTS

Posts

Posts for balcony handrails shall not exceed four centers, posts for stair handrails shall not exceed three feet centers, and shall run full width of stringers, and be riveted to plate stringers and bolted to channel stringers near their upper and lower edges.

BRACES

Braces

Braces for balcony handrail shall be riveted to intermediate posts one (1) foot below top of handrail, and lower end bolted to top chord of balcony bracket eight (8") inches beyond outer line of platform rail; brackets for stairway handrails shall be not less than eight (8) feet center to be connected to stair support bracket and handrail post same as balcony braces.

FILLER

Filler

- (a) Filler under hand rails on school buildings shall be a frame twenty (20") inches wide, measured vertically, and in sectional lengths to suit length of stairs.
- (b) Frames shall be filled with wire meshes two and one-quarter by two and one-quarter ($2\frac{1}{4}" \times 2\frac{1}{4}"$) inches, made of eight gauge galvanized wire; frames between top and bottom rail with quarter ($\frac{1}{4}$) inch hook bolts (or better means if known) in a manner to permit no projection bolts to mar smoothness at all points where connections are made.
- (c) Fillers for other than school stairs shall be a truss or lattice made of flat bar properly riveted to posts.

BRACKETS

Brackets

- (a) Brackets shall have a minimum spread at wall line of twenty (20) inches, and as much more as condition of building will permit.
- (b) Top chord of intermediate brackets shall extend eight (8") inches beyond outer line of platform rail as a rest for handrail as a rest for handrail brace.
- (c) The wall end of top chord shall be anchored to wall with one (1") inch bolt through, secure inside with a six by six by three eighths ($6" \times 6" \times \frac{3}{8}$) inches, washer and nut depressed and plastered over smooth where safe to do so.
- (d) Top chord and brace shall be constructed by a quarter-inch gusset plate well riveted directly under outside platform rail; a spreader bar one and one-fourth ($1\frac{1}{4}$) inch shall be riveted to top chord and lower end of brace not more than (4") inches from wall; the lower end of brace shall enter wall at least four (4") inches.
- (e) It shall be provided with a wall rest to bear against the wall for a space not less than four (4") inches either by splitting brace, turning one part down against wall or by riveting an angle bearing, three by three by one fourth ($3" \times 3" \times \frac{1}{4}$) inches to brace when it is not possible to extend a bracket bolt through the wall an expansion bolt securely anchored not less than eight inches into wall may be used.

LADDERS

Ladders

- (a) Ladder to roof shall be not less than twenty (20") inches wide and extend from inside of upper balcony to thirty (30") inches above cornice, then to extend over and be securely connected to roof. having brace bars, made on one and one-half by one half ($1\frac{1}{2}" \times \frac{1}{2}"$) inches set at an outward angle, well riveted to each rail of ladder.

(b) The wall ends of said brace bars shall be connected to expansion bolts not to exceed eight feet above the platform floor, and shall be likewise braced not more than six (6) feet above the under brace.

(c) The balcony end of ladder shall be securely bolted to platform or to bracket if possible.

(d) The drop ladder to ground shall be placed inside of balcony rail in floor opening and facing the building when possible, the stationary part shall be set out from the wall about (4") inches.

(e) The ladder rail shall be flat bar one and one-fourth by five-sixteenths ($1\frac{1}{4}$ " x 5-16") inch, with five eighths ($5/8$) inch round rungs nine (9") inch centers, fourteen (14") inches wide between rails.

BASE

Base

Base for stairs at grade landing shall be concrete or stone set below frost line, shall be ten (10") inches from front to back and in length extend ten (10") inches beyond outer line of each stair stringer to accommodate brace for handrail; stringers and braces shall be anchored to base with half($\frac{1}{2}$) inch bolts six (6") inches long, with nut and washer down in concrete, thread end up sufficient to pass through brace and stringer connections, or if stone, use expansion bolts of same size as for concrete base.

WORKMANSHIP

Workmanship

All work shall be done in a thorough and workmanlike manner.

Rivets three-eighths ($3/8$) inches or over must not be driven cold.

PAINT

Paint

When the work of construction has been completed all bolts and rivets drawn tight, all rails made smooth, all rust and scale thoroughly removed and wall holes filled with cement or plastered then the whole structure shall be given at least one coat of graphite paint; provided that if the owner shall require two coats of paint the first may be applied in shop.

GENERAL

General

The Industrial Board of Indiana on final inspection may reject any FIRE ESCAPE or ANY PART THEREOF that may be found in the material, construction or workmanship as not conforming to the STATE LAW or to the foregoing specifications.

INDUSTRIAL BOARD OF INDIANA

Issue of May 13, 1916

FIRE ESCAPE PAINTING AND REPAIRING OBSTRUCTIONS

SECTION 178

Painting

(a) Be it further ordained, that all the parts of such fire escapes shall receive two coats of paint, one in the shop and one after erection.

To Be Kept in Repair and Painted

(b) The owners of the building or buildings shall keep the fire escapes in good repair and properly painted, and shall keep the same always free from obstructions.

SECTION 179

Inside Stairways

Be it further ordained that in office buildings of fireproof construction, inside stairways entirely enclosed by fire walls, with openings protected by automatic doors, and having a location approved by the Building Commissioner, may be used in stead of outside fire escapes.

ELEVATORS, HOISTWAYS, DUMB WAITERS

SECTION 180

Permits for the Erection of Elevators. Permit Required

(a) Be it further ordained that no person shall erect an elevator to be used for carrying passengers or freight without first obtaining from the Building Commissioner a permit therefor. Place and Specifications

(b) Before the Building Commissioner shall issue such permit for the erection of such elevator, there shall be filed in his office, as a matter of record, plans and specifications showing the proposed method of installation.

Certificates of Inspection to Be Posted

(c) It shall be the duty of every person owning, controlling, operating or using, as owners, lessees or agents, any passenger or freight elevator (or passenger and freight elevator) to expose in the public view in the elevator car or platform a certificate of inspection issued by this department.

Records to Be Kept

(d) The Building Commissioner shall cause to be kept proper record of all notices, certificates of inspection, etc., issued in connection with the elevators.

Unlawful to Run Elevators Without Certificate of Inspection.

(e) All such inspections shall be made by properly authorized inspectors, under his supervision and in accordance with the ordinance covering the proper installation and repairs to all classes of elevators as hereinafter mentioned in this ordinance.

(f) No such elevators shall be used or operated until certificate has been obtained from Building Commissioner's office.

(g) Every owner, lessee or agent shall be required to have the elevator and all appliances examined once every week.

Defects

(h) Upon the discovery of any defects tending to endanger life, the elevator shall be shut down at once and the Building Commissioner notified of the condition of the elevator.

Use of Defective Elevators.

(i) The use of any such defective elevator shall be prohibited until the necessary repairs to make it safe have been made and approved by Building Commissioner.

INSPECTION, INSTALLATION ALTERATION AND OPERATION OF ELEVATORS

SECTION 181

Periodical Inspections

(a) Be it further ordained that the Building Commissioner shall cause an inspection of elevators carrying passengers or employees to be made at least once every six months and freight elevators every twelve months.

Regulations to Be Made

(b) And shall make regulations for the inspection, installation, alteration and operation of such elevators, and shall also make regulations for the installation, alteration and operation of freight elevators with a view to safety.

Qualifications for Conductors

(c) And shall also prescribe suitable qualifications for persons who are placed in charge of the running of passenger or freight elevators.

Necessary Repairs to Be Made

(d) The regulations shall require any repairs found necessary to any such passenger or freight elevators to be made without delay by the owner or lessee.

If Defective Not to Be Used

(e) In case defects are found to exist which endanger life or limb by the continued use of such elevator, then, upon notice from the Building Commissioner, the use of such elevator shall cease, and it shall not again be used until a certificate shall be first obtained from said Commissioner that such elevator has been made safe.

Incompetent Persons not to Run Elevators

(f) No person shall employ or permit any person to be in charge of running any passenger elevator who does not possess the qualifications prescribed therefor.

ELEVATOR ENCLOSURES IN FIREPROOF OFFICE BUILDINGS

SECTION 182

Hatchways

(a) Be it further ordained that the hatchways for all elevators in fire proof office buildings shall be guarded and protected by the arrangement as shown in Form 2 hereafter mentioned.

Doorways

(b) The entrance or doorways shall be fitted with sliding doors, having rollers and track of substantial construction, and fitted with locks so arranged that they cannot be opened from the outside except by the use of a key at bottom landing only.

Non Fireproof Buildings

(c) Enclosures for hatchways in buildings that are not fireproof or fireproof buildings (except office buildings) shall be subject to one of the two following rules of construction:

FORM 1

Masonry Walls

Hatchways to be of tiles, solid brick or concrete walls of such thickness as called for by this ordinance and shall be built from the basement or ground floor to pent house roof, and the opening into the shaft shall be protected by automatic fire doors of approved construction.

FORM 2.

Metal Frame and Wire Glass

(a) The hatchways may be constructed of an iron frame of proper strength to support the elevator, and shall extend from the basement to the proper height for the travel of the elevator.

(b) This iron frame shall be fitted with wired glass, the size of each plate of glass not to exceed 24 by 30 inches.

(c) The entrance or doors shall be fitted with the same wired glass construction.

(d) The iron frame may be fitted with steel channels or tee irons and lathed with metal lath and plastered to a total thickness of two (2) inches or other expanded metal lathing combination may be used to produce a two (2) inch solid metal lath and plaster enclosing wall for the iron frame in lieu of wired glass as provided in Paragraph "B" of this Form. The enclosing walls shall be supported at each floor height by the fireproof floor construction or other structural members.

FORM 3

Fire Walls

In fireproof office buildings the elevator shall be entirely cut off by a fireproof wall or partition from the basement and any other part of the building not used exclusively for office purposes.

OPENINGS IN ELEVATOR SHAFTS

SECTION 183

Windows

(a) Be it further ordained, that all windows in fire-resisting enclosures shall be made of metal glazed with $\frac{1}{4}$ inch wired glass.

No single openings shall be over 45 square feet in area.

Doors

(b) All doors into such shafts shall be of approved frames and metal doors, or doors made of wood metal covered, fireproof design; wired glass may be used in such doors, but such doors shall not exceed 45 square feet in area.

Doors in Private Dwellings

(c) Doors used for openings in dwelling houses intended for the occupancy of one family may be of wood, covered on the inner surface and edges with metal, not including the openings in the cellar nor above the roof in any such shaft wall, which latter doors shall be covered with metal.

PENT HOUSES

SECTION 184

Pent Houses

(a) Be it further ordained, that pent houses over uninclosed elevator shafts in existing non-fireproof buildings may be made of the same construction as roof of main building, but shall be to the ceiling line.

No Exposed Woodwork

(b) No woodwork shall be exposed on either the inside or outside of the pent houses, and if wood studs and joists are used for the pent house, they shall be protected on the inside by metal lath and plaster, on the outside with Portland cement plaster on metal lath, or by other construction insuring at least a one hour fire rating.

When Shaft Does Not Extend Above Top Floor

(c) When the shaft does not extend above top floor it shall be covered with fireproof material.

Lighting

(d) In all cases of inclosure there shall be ample facilities for lighting the shaft.

SCREENS (HATCHWAY)

SECTION 185

How Constructed

(a) Be it further ordained that immediately under the sheaves at the top of elevator shafts (except when inclosing hand power elevators or where machine is placed in roof, or dumb waiters) there shall be placed a metal grill or grating with the bars spaced not more than one and a quarter inches apart.

To Be Approved

The construction and support of the grillage shall be approved by the Building Commissioner

Stairs and Shaft Protection

(b) All stairways coming in contact with an elevator shaft shall have a fire-resisting partition separating the shaft from the stairs.

Battery

(c) Where there are more than one elevator in a battery, the division between them need not be fireproof.

Existing Buildings

(d) Where elevators are to be installed in existing buildings having wood joists or floor supports the hatching shall be inclosed with walls or with wood studding enclosure, firestopped at the floor levels half way between the floor and ceiling on each floor and protected on both sides with expanded metal lath and $\frac{3}{4}$ inches of plaster.

Not necessary in buildings less than two stories.

SECTION 186

Entirely Inclosed

(a) Be it further ordained, that all passenger elevator cars shall be entirely inclosed from floor to canopy, except only the foot opening.

More Than One Door

(b) When the car of any passenger elevator shall have more than one entrance or exit, all such entrances or exits, except the one immediately in front of the operator, shall be closed with sliding doors inside the car.

Operation

(c) Such doors shall be the full height, and shall be closed before starting the car, and no door shall be opened before the car has come to a full stop.

Penalty

(d) Opening or closing doors of elevators while the car is in motion shall be unlawful and shall subject the operator to the penalties of this ordinance

Vehicle Elevators

(e) Carriage elevators shall be inclosed or guarded as directed by the Building Commissioner.

Freight Elevator Doors and Grates

(f) Approved automatic fire doors shall be used for freight elevator enclosures and may be made to hinge or slide up and down and shall have semi-automatic gates not less than five feet high.

Safety Devices

(g) All elevators, except plunger elevators, and sidewalk lifts and vehicle elevators, shall be provided with approved safety devices to the bottom platform.

Guide Pipe

(h) The safety devices shall be so arranged that they will grip the guides from the sides to prevent spreading the guides in case any cable should break or become detached.

- (i) Elevators shall be provided with automatic stops to bring the car to a stop without a jar or jolt at the top and bottom, independent of the operator.

(1)

MAGNETIC CONTROLLED ELEVATOR

SECTION 187

Automatic Switches

- (a) Be it further ordained that all magnetic controlled elevators shall be equipped with electrical limit stops in the hatchway, besides the automatic mentioned in the above paragraph.

These limit switches shall break the current and apply the brake independent of the operator.

Downspeed Governor

- (b) All passenger elevators hereafter installed shall be equipped with an efficient automatic down speed governor to be properly set.

Circuit Breaker

- (c) All electric elevators hereafter installed shall be equipped with an efficient circuit breaker.

Limitation Device

- (d) Every power elevator shall be provided with a limitation device to stop the car at upper and lower landings automatically and a device to stop unwinding of cables from the drum, in case of stoppage of descending car from any cause.

CABLES, HEADROOM AND BRAKES

SECTION 188

Locks

- (a) Be it further ordained that all freight elevators controlled by cable shall be provided with a lock to hold them at floors when loading.

Baboose Attachment

- (b) No elevator hereafter installed shall be permitted to have attached above or below the cars a freight compartment or similar device.

Cables

- (c) No power elevator shall be equipped with less than two main lifting cables, and if a counterweight is used, there shall be at least two cables used to each set of weights.

Two Main Lifting Cables

- (d) All cables shall be installed of size on the basis of giving a factor of safety of at least eight to one.

Counterweights

- (e) All counterweights shall have their sections strongly bolted together and no open weights may be used.

They shall be placed in suitable frames to prevent a section of same from falling on car.

Top Clearance

- (f) There shall be no less than three feet of clearance between the top of counterweight and the underside of overhead beam when the car is resting on the bumpers. This does not apply to hand power elevators.

Head Room for Speed Less Than 100 Feet

- (g) All passenger elevators having a speed of one hundred feet or less per minute shall have four feet head room between the top of car and bottom of overhead grating and three foot pit room at bottom landing.

(h) Increased Head Room

- (h) For each additional one hundred feet or fractional part in the car speed, there shall be an additional twelve inches added to the overhead room and pit room to meet requirements.

Plunger Elevator

- (i) All passenger plunger elevators having a speed exceeding two hundred feet per minute shall be equipped with an emergency brake to slow the car down in case of an accident.

Supports for Overhead Machinery

- (j) All overhead machinery for passenger elevators shall rest on steel or reinforced concrete beams or girders properly anchored and shall be approved by the Commissioner of Buildings.

Size of Sheaves

- (k) All drums or overhead sheaves on all types of elevators shall be of ample size to give a factor of safety of at least six.

The diameter of these sheaves shall be at least forty times the diameter of the cable running over them.

Guides

- (l) All passenger elevators shall have steel guides properly bolted to each floor.

Head Room for Freight Elevators

- (m) All power freight elevators shall have at least three feet head room and three foot pit room.

Bolts to Be Used

- (n) The guide posts and runners of all freight elevators shall be fastened with bolts with nut locks.

Wood screws shall not be allowed.

Inclosed On Three Sides

- (o) All freight elevators shall have the car inclosed on three sides, the height shall be not less than five feet.

Existing Freight Elevators

- (p) All freight elevators now in use or hereafter installed in old buildings shall have the floor openings inclosed on three sides not less than five feet high placed at each landing and have efficient self-closing gates.

DUMB WAITERS

SECTION 189

NonFireproof Buildings

- (a) Be it further ordained that all dumb waiter shafts in non fireproof buildings shall be inclosed with incombustible partitions or with stud partitions protected with metal lath and

3/4 inch of plaster and all buildings protected with fireproof doors.

Fireproof Buildings

In all fireproof buildings they shall be inclosed with fireproof partitions with approved fireproof doors.

Fire Stopped

(b) All dumb waiter shafts in non fireproof buildings shall be fire stopped at the bottom and top.

When to Be Classed as Freight Elevators

(c) Dumb-waiters that extend through four or more, stories shall be deemed freight elevators, and shall be inclosed and equipped with doors and gates accordingly, except that they need not extend to the roof or be provided with skylights or windows at the top.

Doors Closed

(d) In dumb-waiter shafts all openings shall have doors which shall be kept closed at all times when not in actual use.

BASEMENT AND SIDEWALK ELEVATORS

SECTION 190

Guards

(a) Be it further ordained that where basement or sidewalk elevators are installed, it shall be necessary to furnish a guard at the first floor or street level.

Outside Protection

(f) at the street level, the hatch doors, when open shall be protected by a collapsing gate or bars.

Inside Protection

(b) When the elevator is inside a building the open sides of the hatchway shall be protected by at least a solid inclosure or a sliding inclosure at least three feet six inches high, or gates of at least semi-automatic type at the loading sides.

MISCELLANEOUS REGULATIONS FOR ELEVATORS

SECTION 191

Powers of Inspectors

(a) Be it further ordained that the Building Commissioner may cause repairs to be made upon any elevator, and prevent the use of the same until repairs are made, and the elevator placed in charge of a competent operator.

Penalty

(b) Any failure upon the part of the proprietor of the premises to comply with any lawful order of the Building Commissioner or his assistant in regard to any elevator shall subject the proprietor of said premises to a fine of from \$10 to \$50 and each day that such elevator is operated after receipt of such order shall constitute a separate offense.

Automatic Passenger Elevators

(c) Automatic passenger elevators can only be used in private residences or exclusively for private use.

Capacity

(d) Passenger elevators shall be limited to carry one person to each 324 square inches of floor

Riding in Freight Elevator Prohibited

(e) No one shall be allowed to ride on a freight elevator over than the operator and the person handling the freight.

All Changes to Be Made in Accordance with This Code

(f) In making changes or alterations to elevator shafts, guide posts, overhead machinery or power, such work shall be made to conform with the present law and regulations.

ESCALATORS

SECTION 192

How Used

(a) Be it further ordained, that no escalator shall be figured as a means of egress.

Incombustible Material

(b) No escalator shall be constructed of any other than incombustible material: stories or 25 feet.

Vertical Travel

(c) No individual escalator unit may have a vertical travel of more than two stories or 35 feet.

Width

(d) Requirements for the width of escalators platform and landing arrangements shall be similar to that required in this Code for Stairways.

Railings and Handrails

(e) All escalators shall be provided with railings of the escalator balustrade type surmounted by moving handrails.

Factory Use

(f) In factories of fireproof construction or in such other occupancies as may be specifically permitted by the Building Commissioner where reversible escalators are used for the purpose of conveying employees in and out of buildings, such escalators shall be in immediate proximity of main exits and that they are equipped with a readily accessible main control panel located on the first floor adjacent to and in the same enclosure with escalator.

Enclosures

(g) All enclosures for escalators shall be of entire fireproof construction.

(h) The approaches to all escalators shall be marked with signs indicating the fact that they are not exits and directing all exits in the proximity of same.

FLAGSTAFFS

SECTION 193

Dimensions

- (a) Be it ordained, that all flagstaffs shall be of proper dimensions, taper and strength. Secured to Building
- (b) Flagstaffs shall be secured to the building in a manner approved by the Building Commissioner.

FRAME BUILDINGS, FOUNDATIONS, ETC.

SECTION 194

Depth Below Surface of Ground

- (a) Be it further ordained, that the foundation walls for frame buildings shall be at least thirty six (36) inches below the established grade of sidewalk. If the house is set back from the street, then at least thirty-six (36) inches below the grade of the lot, and shall go to solid ground.

Footings

- (b) All foundations walls shall be provided with footings properly proportioned to carry the superimposed load on the soil where they are used.

Materials

- (c) The foundation walls may be made of brick or concrete, or load bearing blocks or tile of sufficient strength

Thickness

- (d) Foundation walls of brick or concrete shall be at least eight (8) inches thick.

Cellar Wall

- (e) Cellars under frame buildings shall be inclosed by wall on all sides not less than eight (8) inches thick.

Store Buildings

- (f) Frame store buildings may be built on grade level, provided the ground is excavated 18 inch below joists, with proper drainage and ventilation.

Foundations For Veneered Buildings

- (g) In case of veneered frame houses, the foundation walls shall be at least twelve (12) inches thick.

Inside Walls

- (h) Inside walls of brick or Portland cement concrete may be eight (8) inches in thickness if not over ten (10) feet in height, if provided with proper lateral supports of concrete or brick.

Ventilators

- (i) Ventilator shall be provided in foundations, one under each outside wall of each room.

Framing

- (j) The construction of a frame building may be made with a timber framing of posts, girts, plates or rafters.

Notches for Pipes

- (k) Floor beams and joists shall not be notched for pipes, except within one (1) foot of the end and not more than one (1) inch in depth.

Anchored

- (l) All veneering material shall be safely and efficiently anchored to the wood construction.

Material and Construction

- (m) The character of materials required in the construction of frame buildings and their allowable stresses, the cellars, vaults, steps and areas of such buildings, their chimneys, flues, fireplaces, pipes, ducts and shafts, all heating appliances shall conform to the requirements of this Code.

SPACING FRAME BUILDINGS

SECTION 195

Spacing Frame Buildings

- Be it further ordained that no frame building, except a coal house, shed or similar outhouses in the rear of a lot and not used for residence purposes, shall be built nearer than six (6) feet to any other building. The sheds mentioned herein may extend the entire width of the lot.

BUILDINGS ON REAR OF LOT

SECTION 196

Buildings on Lots

- (a) Be it further ordained that if more than one building for dwelling purposes is built in the direction of the depth of a lot, then a commodious street or avenue shall first be constructed to pass along and in front of said dwellings.
- (b) The width shall be at least thirty feet wide, properly drained, and graded provided. That this section shall not apply to servant or other houses which are appurtenant to or go with the main building on the front of the lot.

VENEERED BUILDINGS

SECTION 197

Height

(a) Be it further ordained that frame buildings not over two (2) stories and an attic in height may be veneered with brick, stone or terra cotta.

Wall Ties

(b) Such veneer work shall be tied to frames by means of wall ties driven into the studding and the veneer shall rest solidly on the foundation walls.

ROW OF BUILDINGS

SECTION 198

Division walls of Fireproof Material

Be it further ordained that where ever more than two frame buildings are built in a row the division walls separating the different houses shall be built of brick, concrete or other incombustible material and such walls shall extend (2) feet above the roof and properly coped.

PARTITION FENCES

SECTION 199

SUBSECTION 1

Heretofore Constructed

(a) Be it further ordained, that it shall be the duty of the owners or occupants of every occupied lot or parcel of ground in the city of Fort Wayne to pay within ten (10) days from demand, one-half ($\frac{1}{2}$) the then value of any partition fence heretofore constructed and maintained at the expense of the owner of any adjacent occupied lot or parcel of ground, and to construct and maintain one-half ($\frac{1}{2}$) of a partition fence on the line between such lot or parcel and any adjacent occupied lot or parcel where no fence or wall exists within thirty days from receipt of a written request by the owner of such adjacent lot or parcel so to do.

Construction or Repairs

(b) Be it further ordained, that it shall be the duty of the owners or occupants of every occupied lot or parcel of ground in the city of Fort Wayne to pay to such adjacent owner one-half ($\frac{1}{2}$) the cost of construction or, of repairs to such partition fence whenever constructed or repaired by such adjacent owner; provided however, that the maximum limit of $\frac{1}{2}$ such then value or of cost of construction shall in no case exceed the cost of construction of a closed fence or such line four (4) feet high of sound rough pine boards nailed on a cross piece set in good round sawed or wooden posts or not less than sixteen square inches in area at the smallest cross section set eight feet apart from center to center.

Penalty

(c) Every person shall perform his duty as above set forth and any person violating any of these provisions of this section shall be fined in any sum not exceeding \$100.00

Term Partition Fence

Subsection 2

(a) Be it further ordained that the term a "partition fence" within the meaning of this code is any open or closed fence on the actual or agreed line of division between two adjacent occupied lots or parcels or land in the city of Fort Wayne, Indiana, built by or for any owner or occupants of either or both such lots or tracts provided the same is constructed of wood, barbless wire or iron on substantial posts not less than six (6) not more than nine (9) feet in length sunk three (3) feet in the ground, with no opening exceeding six inches in width.

Setting Posts

(b) And provided further, that if hereafter constructed the posts shall be set on the easterly or southerly side of the dividing line and the boards or other fencing material attached on the northerly or westerly side thereof as nearly as practical and that no such fence shall exceed six (6) feet in height.

Term "Occupied"

(c) Be it further ordained that the term "Occupied" as used herein signifies actually used (in part or entirely) for profit, convenience or pleasure, either continuously or for not less than four (4) weeks per annum.

Term "Occupant"

(d) Be it further ordained, that the term "Occupant" signifies any person who in privacy with the owner, has occupied such lot or parcel for at least ten (10) days prior to and is still the occupancy thereof at the time of such request for construction or repairs.

PARTITION FENCES, DIVIDING OR PARTITION WALLS

SUB SECTION 3

Limitations

(a) Be it further ordained that it shall be unlawful for the owner or owners of any occupied or unoccupied lot to erect a partition fence, or a dividing or retaining wall, either on the boundary line or adjacent to the boundary line, without first obtaining a permit from the Department of Buildings.

Permit

(b) The permit shall be issued by the Inspector of Buildings and the cost therefor, shall be One Dollar (\$1.00) plus the price of the application fee for the erection of the fence or dividing or retaining wall referred to.

Signatures

(c) In localities where the partition fence or dividing wall involves two or three parties the application certificate shall bear the signatures of at least two of the property owners.

Dimensions

(d) It shall be the duty of the Inspector of Buildings to satisfy himself that the proposed party line fence, dividing or retaining wall shall be equitable to the parties interested thereto and in no case shall such a fence or wall, etc., exceed three (3) feet above the grade, unless, it shall be for domestic, commercial or industrial purposes.

Penalty

(e) Every person violating this provision of the Department of Buildings or violating the privileges or requirements of the permit granted, shall be fined in any sum not to exceed One Hundred Dollars (\$100.00).

DRY CLEANING BUILDINGS

SECTION 200

Locations Special Permit

(a) Be it further ordained, that no buildings used for dry cleaning shall be located, established, constructed or maintained within the city limits, except by special permit from the Fire Chief or Building Commissioner.

Property Line

The dry cleaning buildings shall not be closer than 10 feet to the adjoining property lines, except that when the exposed wall of the dry cleaning building is of standard brick or equivalent construction and without openings it may be located on the property line.

CONSTRUCTION

Fireproof

(b) All buildings used for dry cleaning business shall be of fireproof construction. In no case shall more than two sides have blank walls.

Height

(c) Height--Buildings shall not be over one story in height and shall have no attics concealed roof spaces, basements or pits.

Walls

(d) Walls--Walls shall be of brick, not less than 12 inches thick or of equivalent construction. Wall finish shall be either plain or plastered without furring.

Division walls between dry cleaning and other buildings shall be blank.

Doors

(e) Doors--All doors in such buildings shall be approved fireproof doors.

Windows

(f) Windows--All windows in such buildings shall be approved fireproof windows.

Windows shall be of plain glass in standard metal sash and frame.

The windows shall be protected by $\frac{1}{2}$ mesh No. 12 galvanized wire screens on the outside.

Floors

(g) floors--The floors in such buildings shall be of concrete.

Drains

The floors shall drain on all sides, to concrete gutter, twice the capacity of the amount of liquids in such building.

Floor shall not be below grade and must be free from pits, well and pockets,

Wearing Surface

The wearing surface shall be of an incombustible, non-abrasive material, graded to pitch to one or more drains.

Traps to Sewer

Floors drains and other waste connections shall be connected through approved oil trap to sewer.

Exits

(h) Exits--Two exits shall be provided remote from each other leading directly to the outside of the building.

Fire Resistive

(i) Roofs--Roof shall be flat of fire resistive construction, except that where, because of local conditions, it is desirable to vent possible explosions upward, the roof may be of light construction and of incombustible material.

Glass

(j) Skylights--Skylights shall be standard, with thin glass in standard metal frames.

Screens

Standard screens shall be erected above and below skylights.

Explosion Relief

(k) A portion of the exterior walls and--or roof, equal to not less than 10% of the combined area of the enclosing walls shall consist of thin glass windows, and--or skylights as specified above to serve as an explosion relief.

So far as practicable such openings shall be distributed uniformly throughout the building.

(l) Machine Compartments--A separate compartment shall be provided for each washing and drying tumbler.

Division Walls

The division wall of these shall be blank, of brick at least 8 inches thick or the equivalent.

Door Opening

The door opening shall be protected by a rolling or vertical balanced fire door with remote mechanical control.

Clear Space Such compartment shall have at least a 2-foot clear space between all walls and the machines to facilitate repairs inspection and operation.

Steam

(m) Heating--Heating shall be by steam or hot water only.

Hot Water--Metal Screens

Steam or hot water pipes for heating or drying purposes shall be at least one inch from all woodwork and shall be protected by substantial metal screens so as to prevent combustible goods or materials from coming in contact with such pipes.

Space to Other Buildings

(n) Boilers and Dynamos--No steam boiler, dynamo, motor or other power device shall be closer than ten (10) feet to such buildings unless, separated by standard fireproof wall.

Fireproof Drying Rooms

(o) Drying Rooms--Drying rooms shall be fireproof and shall be separated from cleaning room by standard fireproof walls.

Steam Jets in Dry and Washer Rooms

(p) The washer and dry rooms shall be equipped with an approved arrangement of steam jets at ceiling and floor with quick lever valves outside.

SECTION 201

Steam Pipes

(a) Be it further ordained, that dry cleaning rooms shall be equipped with steam pipes extending around the said rooms at the floor and ceiling lines.

Steam Jets

(b) From these steam pipes there shall be openings or jets at intervals not exceeding twelve (12) inches.

Control

(c) This steam system shall be controlled by a lever valve located outside of said dry cleaning room.

SECTION 202

MECHANICAL

(a) Ventilation-- A mechanical system of ventilation shall be installed in accordance with the regulations governing Blower systems.

Air Inlets

(b) Such building shall be ventilated by means of air inlets six feet or more above the floor. Dimensions. Spacing

Such inlets shall be not less than ten (10) inches square and not more than six feet (6) apart, and by means of an exhaust fan at floor level of sufficient size.

Operation

The ventilating system shall be in operation at all times during the use of the building.

Change of Air.

(c) The mechanical system of ventilation shall be of sufficient capacity to insure continuous change of air once every three minutes or more frequently if necessary.

Fan Motors

(d) Exhaust and ventilating fan motors in ventilating systems shall be of a type approved for hazardous locations and placed outside of the path of vapor travel.

Outlet. Screens

(e) All discharge outlets of ventilating pipes shall be provided with a non-corrodible wire screen 40x40

Vent Pipes --Hoods.

The top of the vent pipes shall turn down or be provided with a hood and when exposed to surrounding property the Inspection Department having jurisdiction should be consulted regarding its exact location.

Exhaust Fans

(f) The spider, blades and casing of all exhaust fans shall be of non-ferrous metal.

SECTION 203

System

(a) Lighting--Lighting shall be electric incandescent.

Conduit

(b) Wires shall be in conduit.

Switches. Location

(c) All switches and fuses shall be located outside of the cleaning room.

Globes and Guards

(d) Lights shall be equipped with vapor-proof globes and substantial guards.

Portable Lights

(e) Portable lights may be permitted, when made up of reinforced cord, vapor-proof globes and substantial metal guards and attached to fixtures outside of the cleaning room (See National Electrical Code, Article 32).

SECTION 204

Motors Location

(a) Power--Electric motors, and any other source or power, shall be located outside of the cleaning room.

Such devices may be located within the cleaning room when of such type as required by the provisions of the National Electrical Code Dealing with extra hazardous locations.

Controlling Devices

(b) All main controlling devices and all switches and fuses shall be located outside of the cleaning room.

Location

(c) Controlling devices for independent electric drive may be located inside of the cleaning room when of such type as required by the provisions of the National Electrical Code dealing with extra hazardous locations.

SECTION 205

Locations

Boilers--When possible boilers shall be located in a detached building.

Building Adjoining

When in a building adjoining the cleaning room boiler spaces shall be cut off from other parts of the property by a blank brick wall at least twelve inches thick, or the equivalent.

SECTION 206

Process

General Regulations--For the purpose of these regulations dry cleaning shall be considered as the process of removing dirt, grease, paints and other stains from wearing apparel, textile, fabrics, rugs, etc., by

Classification. Open Vessels

(a) Immersion and agitation in a flammable liquid solvent in open vessels.

Closed Machines

(b) Immersion and agitation in a flammable liquid solvent in closed machines.

Local Application. "Spotting"

(c) Local Application (known as spotting), of flammable liquid solvents and other cleansing preparations to spots of dirt, grease, paints and stains.

SECTION 207

Prohibited

(a) Methods of Dry Cleaning--Dry cleaning by immersion and agitation in open vessels is prohibited.

Regulations

(b) Dry cleaning by immersion and agitation in closed machines should be carried on with approved machinery and equipment installed and operated in accordance with the following regulations:

(c) Before any dry cleaning plant is established or before an existing plant is remodeled, complete plans and specifications shall be submitted to the Building Commissioner and the Chief of the Fire Department.

Plans

(d) The plans shall be to an indicated scale; give relative location of dry cleaning building boiler room, finishing building or department, storage tanks for solvents, pumps, washers, drying tumblers, extractors, filter traps, stills, condensers, piping, etc., show sectional elevation of the building (including lowest floors or pits, tanks, their fittings, devices, etc.)

EQUIPMENT

SECTION 208

Tanks

(a) Solvent Containers--All solvent storage treating and settling tanks shall be underground, installed and equipped in accordance with the Regulations for the Storing and Handling of Flammable Liquids.

Pumps

(b) Pumps manifold for handling solvents, washers, drying tumblers, extractors, clarifiers, separators and stills.

SECTION 209

Approved

(a) Apparatus and Equipment--All apparatus and equipment shall be approved by the Inspection Department having jurisdiction.

Suction and Discharge

(b) A separate suction and discharge connection shall be provided to the pump for removal of sludge from the underground treating and settling tanks.

The suction pipe shall be carried to within 3 inches of the tank bottom and the discharge connection to a catch basin.

Machines

(c) All washers, drying tumblers, extractors, clarifiers, separators and stills shall be vapor and fluid tight.

Regulations

(d) All equipment shall be installed and connected in accordance with the Regulations for the storing and handling of Flammable Liquids in so far as applicable.

Handling Solvents

(e) The handling of solvents from the storage tank, through the various machines and back to the settling and clear solvent tanks shall be through closed circuits of piping.

Gauge Glasses

(f) Gauge glasses, and look boxes or windows, the breakage of which would permit the escape of flammable liquids, shall be of a type not readily damaged by heat and must be reliably protected against mechanical injury.

Brakes

(g) The use of spark producing brakes on any machine is prohibited.

Ferrous metals shall not be used for brakes.

Cylinder and Shell

(h) The cylinder and shell of all washing and drying tumblers shall be permanently and effectively grounded.

The grounding of the Cylinder in each case shall be through the end of the shaft.

SECTION 210

(a) Drying Tumblers--Drying tumblers shall be provided with self-closing explosion hatches having an area equal to at least 10 per cent of the total area of the cylinder, excluding the ends.

Hatches

Such hatches shall be arranged to open away from the operator.

Steam Jets

(b) Drying tumblers shall be provided with a steam jet not less than 3/4 inch in diameter arranged to open automatically and by remote control.

(c) Drying tumblers shall be provided with a steam jet not less than 1/2 inch in diameter for steaming during operation of the drying process.

WASHING MACHINES

SECTION 211

Washing Machine

(a) Each washing machine shall be provided with a 1 1/2 inch vent pipe extending to the outside of the building.

Vent Pipe

Where more than one machine is installed the individual vent pipes may be connected to a common header not less than 2 1/2 inches in diameter and discharging outside the building.

When connected to a common header there shall be inserted in the ven connection to each machine a 40x40 mesh screen.

Overflow Pipe

(b) Each washing machine shall be provided with an overflow pipe one size larger than the size of the solvent supply line to the machine. Such overflow pipe shall be connected to the shell of the washer so that the bottom of the overflow is below the bottom of the bearings and shall be without shut-off valves and shall discharge to an underground tank.

Pulleys and Belting

(c) When pulleys and belting are used in the dry cleaning room suitable precautions shall be taken to prevent ignition of flammable vapors by static electricity by the installation of suitable combs and collectors properly grounded or by other approved method approved by the Inspection Department having jurisdiction.

Construction

(d) Washing machines shall be of substantial construction and provided with gas-tight doors of the outside case hinge type, arranged to be self-closing or automatic closing.

Traps

(e) Individual button and lint traps shall be provided for each washer and a master strainer shall be installed in the main waste line.

All traps shall be of sufficient capacity to permit a complete days run without cleaning.

SECTION 212

Shells

(a) Extracots-- The outside shells of extractors shall be permanently and effectively grounded.

Baskets

(b) The baskets of extractors shall have a rim of non-ferrous metal.

Drain Pipe Pump

(c) A drain pipe not less than 1½ inches in diameter shall be provided from the shell of the extractor and connected direct to the underground storage tanks or may be connected to the washer through an approved extractor pump with a proper connection provided with a gate valve.

Discharge

The discharge from the extractor pump shall enter the washer above the liquid level.

Piping

(d) All piping shall be tested to a pressure of at least fifty pounds per square inch, and proven tight, and shall be protected against mechanical injury.

SECTION 213

Cleaning Rooms

Humidifying--Provisions shall be made for humidifying the dry cleaning room during cold weather and at all times in dry climates.

HAZARDS AND PROCESSES

SECTION 214

Location

(a) Spotting--All spotting operations shall be carried on in the dry cleaning room.

Table

(b) The spotting table shall have a sheet metal top with a curb on all sides not less than two inches high.

Drain

The top of the table shall be so pitched as to insure thorough drainage to one corner from which drain connection shall be made direct to the underground tank.

(b) The metal top shall be fluid tight and permanently and effectively grounded.

The table shall be secured to the floor or wall so as not to disturb the ground and drain connections.

Vents

(c) The spotting table shall be so located as to insure thorough and effective disposal of vapors through the ventilating system.

Solvents

(d) The solvents used at the spotting table shall be limited to not over two gallons and shall be kept in approved safety cans.

SECTION 215

Clothes

(a) Operations--All clothes, when received at the plant, shall be thoroughly searched in the receiving room, and all foreign materials, especially matches and metallic substances, removed.

Drip Apron

(b) Before removing the batch of clothes from a washer a non-ferrous metal drip apron should be placed so as to rest on the metal baskets of the truck and the cylinder of the washer.

Floors

(c) The cleaning of the floors with flammable liquids is prohibited.

Smoking

(d) Smoking on the premises is strictly prohibited and "No Smoking" signs shall be posted.

Lint

(e) The lint and refuse shall be removed from all traps after the close of the day's work, deposited in approved waste cans, removed from the premises and burned.

Traps

At all other times the trap covers must be securely in place.

Fire

(f) On the discovery of fire all machines and the ventilating system must be shut down immediately.

SECTION 216

Blanket

(a) Fire Protection -- At each entrance to the dry cleaning room there shall be provided an asbestos blanket not less than 8 ft. x 8 ft. and; a boat hook with a handle at least 6 ft. long, both kept on a convenient rack.

Extinguishers

(b) Foam type extinguishers of 2½ gallon capacity shall be located at each entrance. (See Regulations for First Aid Fire Appliances.)

Steam Jets

(c) When deemed necessary a system of steam jets may be installed.

Regulation

They should consist of not less than ¾ in. orifices with pipe sizes and piping in accordance, with the regulations on Automatic Sprinkler Equipments.

Number Required

(d) The number of jets required should be on the basis of one jet for each 1,000 cubic feet contents of the room.

Valve

(e) A control valve for the entire system should be located outside of the cleaning room.

Boiler

(f) The system should be supplied from a boiler of ample capacity and at not less than 15 pounds pressure.

Inspection

(g) Before such an installation is made the Inspection Department having jurisdiction should be consulted.

GARAGE (PUBLIC)

SECTION 217

Definition of Term

(a) Be it further ordained, that by the term "Garage" is meant a building or that portion of a building where in are kept three or more automobiles or motor cars charged with or contain- a volatile inflammable liquid for fuel or power.

Portion Used

(b) Where any portion of a building is used for a garage, the garage shall be deemed to embrace all of the building or buildings not separated from the garage proper by standard fire walls.

Openings Protected

All openings in such walls shall be protected on both sides by approved automatic fire doors, constantly closed, except when necessarily temporarily open for passage.

Definition of Term

(c) Inflammable Liquid--By the term "Volatile Inflammable Liquid" is meant any liquid that will emit inflammable vapor at a temperature below 100 degrees Fahrenheit when tested in the open air.

Fireproof

(d) Construction--No building hereafter constructed in the City of Fort Wayne shall be used for a public garage or for repairing automobiles or gasoline propelled vehicles unless the same is of fireproof construction or of brick construction.

Thickness of Walls

(e) If of brick construction the walls shall be not less than 13 inch brick or concrete when not over 15 feet high ceiling.

If over 15 feet high, the walls shall be not less than 16 inches.

Roof-Mill Construction

Mill construction will be allowed for roof construction .

Building Used

No building shall be used as a garage or for repairing vehicles within the City of Fort Wayne, unless such building be of fireproof construction.

Fireproof

(f) Basement--No building used for a garage shall have a basement except one of fireproof construction.

Boiler Room

(g) Said Basement shall be used only for a boiler room for the purpose of heating building.

Not Communicate

(h) Said basement boiler room shall not communicate with the garage proper or any part of the building.

Restrictions

(i) Said basement shall not be used for repair shop purposes or storage of automobiles or for the storage of volatile inflammable liquids.

Ceiling

(j) The restriction for use and storage may be excepted when ceiling of basement is not less than 5 feet above the grade line.

(k) Entrances

All entrances shall be from the outside, or from offices or rooms that are separated from garage proper by firewall.

Firestopped

(l) Stock Room-- Where display or stock rooms are in connection with garages they shall be cut off by standard fire walls and all openings properly firestopped.

Concrete

(m) Floors--No building shall be used as a garage within the City of Fort Wayne, unless the floor, on which automobiles containing volatile inflammable liquid are stored shall be of concrete.

Prior to Code

(n) Height of Building--The provisions of this section in regard to height of buildings and absence of basement shall not apply to buildings occupied for garage purposes at the time of the passage of this Code.

Requirements of Code

(c) Leases Renewals-- No lease shall be renewed for the occupancy of a building as a garage unless said building meets the requirements prescribed in this Code.

GARAGE LOCATIONS

Residential District

(a) Be it further ordained, that no PUBLIC GARAGE shall be located, established, conducted or maintained within a strictly residential district, outside of the fire limits, only upon the following conditions:

Restrictions

(b) Be it further ordained, that it shall be unlawful for any person, firm or corporation, to erect, construct, or maintain a PUBLIC GARAGE in any block in which two-thirds (2-3) of the buildings on both sides of the street, being used exclusively for residence purposes, without first obtaining the consent in writing of the owners or duly authorized agents of said owners owning a majority of the frontage of the property on both sides of the street in the block in which said PUBLIC GARAGE is to be erected, constructed or maintained. Such written consent shall be filed with the Building Commissioner before a permit shall be issued for the erection, construction and location of such PUBLIC GARAGE.

GARAGE REGULATIONS

Fire Hydrant

(a) No gasoline pumps or tanks shall be placed within 30 feet of a fire hydrant.

Open Fires

No stove, forge, torch, boiler or other furnace, and no flames, fire or fire heat shall be used or allowed in the garage.

Buildings Already Occupied

(b) Buildings already occupied as garages and new garages shall comply with the following rules

Open Flame Devices

(c) No gas, candles, oils or other like artificial lights or lighted stove, gas, grate or other open flame device shall be allowed in garage except in office.

Dynamamos and Motors

(d) All electric dynamos and motors not actually part of the automobile shall be located not less than six feet above the floor.

Incandescent Lights

(e) All incandescent lights shall be properly encased in vapor tight globes protected by approved wire guards; no arc lamps shall be allowed.

Heating Boilers

(f) No prohibition contained in this section shall apply to boilers or furnaces used for heating purposes when same are installed in accordance with the requirements hereinbefore mentioned.

Open Vessels

(g) No volatile inflammable fluid shall be kept in open vessels in a garage.

Safety Cans

No volatile inflammable fluid shall be drawn except into approved safety cans of a capacity not to exceed five gallons each.

Room for Cans

(h) When not in use for the above purposes said cans shall be placed and kept in the room hereafter provided.

Portable Tanks

Approved portable filling tanks, not to exceed sixty gallons in capacity, may be used for transporting volatile inflammable liquids to and from the storage tanks for filling and charging the automobiles.

Equipment

The said Portable tanks shall be equipped with a rubber hose attachment not to exceed eight feet in length.

Lights on Vehicles

(i) All fire lights on such vehicles, or under the boilers thereof, shall be extinguished upon the entry of such vehicles into the garage, within ten feet of the threshold.

Relighted

Said lights shall not be relighted while the same is in the garage until the vehicle is brought within ten feet of the threshold of the exit.

Movable Incandescent Lights

(j) Movable incandescent lights in the garage shall be protected by vapor tight globes inclosed in approved metal cages and shall be fitted with keyless sockets.

All electric switches and plugs shall be permanently at least four feet above the floor.

Electric Charging Apparatus

(k) Where electric charging apparatus is installed or placed in the garage all such apparatus except the wires leading to the automobile to be charged shall be placed within a separate room.

Separate Room

The room shall be separated from the main garage by fireproof walls, which shall not be inferior in fire resisting qualities to reinforced concrete construction, four inches in thickness.

No Openings

No communicating opening shall exist between charging room and garage.

"No Smoking"

(l) No person shall smoke in any garage.

A notice in large letters "NO SMOKING", shall be kept displayed in a conspicuous place and manner on all floors and at the entrance to all garages.

Inflammable Liquid

(m) No volatile inflammable liquid shall be used in a garage for cleaning or for any purpose whatsoever other than filling tanks of automobiles.

Use Prohibited

No such liquid shall be allowed to run upon the floor or to fall or pass into the drainage system, nor shall any such liquid be put into or removed from the tank of a vehicle while any light or fire on the same is burning.

Open Vessels

No such liquid shall be kept or carried in open vessels

Sand to Be Maintained

(n) On the floor of every garage there shall be constantly kept and maintained convenient receptacles filled with and to be used in absorbing waste oils on the floor.

(o) In addition thereto sand shall be kept on every floor in boxes or buckets or approved construction, provided with hand scoops, to be used for fire extinguishing purposes only.

(p) There shall be one such box or bucket for each 2,000 square feet of floor area or fraction thereof.

Carts

In lieu of such boxes or buckets, there may be maintained a cart on wheels, filled with sand such cart to hold not less than four cubic feet of sand, 5,00 square feet of floor area or fraction thereof.

Approved extinguisher

(q) One on approved fire extinguisher shall be provided and conveniently located for each 2,000 square feet of floor area or fraction thereof.

In no event shall any garage have less than two fire extinguishers.

Inflammable Waste Materials

(r) Self-closing metal cans, set firmly on four (4) inch metal legs, shall be kept on all floors of every garage into which all inflammable waste material shall be deposited. There shall be one such can for each twenty-five hundred (2,500) square feet of area or fraction thereof.

Calcium Carbide

(s) Calcium carbide shall be kept in a dry place at least six inches above the floor in approved air-tight containers provided with securely fastened covers.

Garage Regulations to Be posted

(t) Two printed copies of so much of these regulations as relates to garages shall be kept conspicuously posted on each floor of every garage.

Penalty for Violation

(u) Any person, firm or corporation who shall violate any of the provisions of this Section of the Code shall be fined in any sum not less than Ten (\$10.00) dollars nor more than Fifty dollars (\$50.00).

Volatile Fluids in Quantities of Five Gallons

(v) No person, firm or corporation shall, within the city limits of Fort Wayne, Indiana, sell or deliver to any person, firm or corporation for consumption, use or sale by the person, firm or corporation to whom the same is sold or delivered, five gallons or less of any volatile fluid unless delivered into an approved can or receptacle.

No person, firm or corporation shall be permitted to keep for consumption, use or sale more than five gallons under this requirement.

Quantities in excess of five gallons shall be kept as herein provided.

Meaning of Word "Approved"

(w) Whenever the word "approved" occurs in this Code, it shall be understood to mean approved by the Building Commissioner."

Underwriters

(x) The regulations in each case shall comply with the standard of the National Board of Fire Underwriters and shall be construed and tested under the supervision of the Underwriters' Laboratories and to carry the label of approval of these laboratories.

FIRE HAZARD**SECTION 218****Storing Inflammable Material**

No person, firm or corporation shall within the PRIMARY FIRE LIMITS of the city of Fort Wayne be permitted to store or place within any building or on premise, loose hay, loose excelsior, or any similar inflammable material, nor shall any person, firm or corporation be permitted to pile, store or keep kindling, empty boxes, or wood of small dimensions against any building within the limits named in this paragraph.

FILLING STATIONS**SECTION 219****Residential Districts**

(a) Be it further ordained, that no FILLING STATION SHALL be erected, established, conducted or maintained within a strictly residential district, outside the fire limits, only upon the following conditions.

Restrictions: Location

(b) Be it further ordained that it shall be unlawful for any person, firm or corporation to erect, construct or maintain a FILLING STATION in any block in which two thirds (2-3) of the buildings on both sides of the street, being used exclusively for residence purposes, without first obtaining the consent in writing of the owners or duly authorized agent of said owners, owning a majority of the frontage of the property on both sides of the street in the block in which said FILLING STATION is to be erected, constructed or maintained and under the following restrictions.

Property Line

(c) A space of not less than ten feet, shall be left clear between the line of the adjoining property.

(d) Established building lines shall be strictly adhered to.

Driveway

(e) The driveway into the FILLING STATION shall be located on the side farthest away from the adjoining property.

Written Consent Filed

(f) Such written consent shall be filed with the Building Commissioner before a permit shall be issued for the erection, construction, and location of such Filling Station.

Flammable Liquids

(g) The storage and handling of flammable liquids, etc., shall be established and maintained as hereafter set forth.

THEATERS, ETC.

SECTION 220

Prohibiting Location

(a) Be it ordained, that it shall be unlawfull for any person, firm or corporation to locate or operate a theater moving picture show within three hundred feet from any church, school building or hospital in the city of Fort Wayne, Indiana, provided this ordinance does not apply to theaters and moving picture shows now in existence at their present location.

Violation and Penalty

(b) Any person, firm or corporation violating any of the provisions of this Section of this Code shall be fined not more than One Hundred (\$100.00) Dollars, and each day's location or operation of such theater or moving picture show shall constitute a separate violation.

District Not Prohibited

(c) And provided further, this Ordinance shall not apply to that part of the city, located within the PRIMARY FIRE LIMITS

PUBLIC BUILDINGS, THEATERS, MOVING PICTURE ROOMS AND OTHER PUBLIC PLACES OF ASSEMBLAGE

SECTION 221

Buildings to Which This Title Applies

Be it further ordained that in all public buildings or buildings of public character, such as hotels, churches, theaters, restaurants, railroad depots, public halls and other buildings used or intended to be used for the purposes of public assembly, amusement or instruction, and including department stores and other business and manufacturing buildings where large numbers of people are congregated, the doors, stairways, seats, passageways and aisles and all heating appliances and apparatus shall be arranged as aprovided in this Code to facilitate egress in cases of fire or accident, and to afford the requisite and proper accommodation for the public protection in such cases.

OBSTRUCTION

SECTION 222

Aisles and Passageways to Be Kept Open

Be it further ordained, that all aisles and passageways in said buildings shall be kept free from camp stools, chairs, sofas and other obstructions, and no person other than an employee or policeman or fireman shall be allowed to stand in or occupy any of said aisles or passageways during any performance, service, exhibition, lecture, concert, ball or any public assemblage.

SECTION 223

Commissioner's General Power

(a) Be it further ordained, that the Building Commissioner may at any time serve a written or printed notice upon the owner, lessee or manager of any of said buildings, directing any act or thing to be done or provided in or about the said buildings, and the several appliances therewith connected, such as halls, doors, stairs, windows, seats, aisles, firewalls, fire apparatus and fire escapes, as he may deem necessary for the safety of the occupants of the public. Provided.

The Chief of Fire Department Shall Have the Right and Duty to Enforce Fire Rules

That the Chief of the Fire Department shall also have the right and duty of enforcing such rules and regulations regarding fire prevention, fire protection and safety for the public as may be necessary to properly care for the public.

THEATERS WITH STAGE

SECTION 224

Stage With Scenery and Rigging Loft.

Be it further ordained that under this heading is included all theaters, opera houses, play houses, pavilions or any assembly hall having a permanent stage upon which scenery or theatrical apparatus is employed, or having fly galleries or rigging loft. (See State Code.)

ENTRANCES AND EXITS

SECTION 225

Street Front

Be it further ordained that every such building shall have at least one front on a street, or on a public way, which public way shall not be less than thirty-six (36) feet in width, and in such front there shall be suitable means of entrance and exit for the audience.

WIDTH OF MAIN CORRIDOR

SECTION 226

Minimum Width

(a) Be it further ordained, that the width of this main entrance or corridor leading from the street or public way to the main auditorium shall be not less at any point than fifteen (15) feet.

Calculated on Basis of Seating Capacity

(b) The width of the main entrance or corridor shall be estimated on a basis of not less than twenty (20) inches for each one hundred (100) persons for whom seats are provided, and who may gain access to the corridor as a means of entrance or exit.

Balcony Included

(c) The main corridor may serve as a common place of entrance and exit for the main floor of the auditorium and the balcony of first gallery, provided its capacity be equal to the aggregate capacity of the outlets from said main floor and balcony or gallery as provided for above in this section.

Same Basis to Be Used for All Floors

(d) The width of the entrance and exits for each distinct and separate division of the auditorium shall be based upon the same estimate of not less than twenty (20) inches for each one hundred (100) persons served by such entrances or exits.

Inside Stairways from Balcony to Street

(e) In case the balcony, or first gallery, in addition to the stairway or stairways connecting it with the main auditorium floor or main corridor has an inside stairway or stairways leading direct to the street or public way, then the capacity of this stairway may be taken into consideration in determining the width of the main corridor above the minimum width of fifteen (15) feet herein provided for.

GRADIENTS

SECTION 227

Sidewalk Levels

(a) Be it further ordained, that the level of all corridors, open spaces and exits shall be not more than one foot above the level of the sidewalk when they begin at the street or alley or outer public way, but this shall not preclude the use of steps at the entrance to the sides or rear of the buildings as may be necessary to overcome the difference in grade of sidewalks.

Different Levels

(b) To overcome slight difference of levels in and between any open space on the side of such theater or in and between any corridors, lobbies, passageways or aisles on the ground floor, gradients shall be employed of not over one (1) foot to ten (10) feet with no perpendicular rises.

SIDE COURTS

SECTION 228

Open Courts

(a) Be it further ordained that in addition to the main entrance or exit, there shall be an open court or space not less than five feet wide on the side not bordering on a street or public way, when the said building is located on a corner lot and on both sides of said building when there is but one frontage on the street.

Width

(b) The width of these open courts shall be proportional to the seating capacity of theater, and the general arrangement of the exits for speedily emptying the building.

Courts Without Doors and Without Turns

(c) There shall be no doors or gates in these side courts or alleys, which side courts or alleys shall lead direct to a street or public way without a turn, and shall be properly paved.

COURTS AND CORRIDORS FIREPROOF

SECTION 229

Fireproof

Be it further ordained, that all courts and corridors shall be entirely fireproof and shall be used for no other purpose than for entrance and exit to and from the theaters and stage.

EMERGENCY EXITS

SECTION 230

Two Exits On Each Side in Each Tier

(a) Be it further ordained that from the auditorium opening into the open courts of the side street or public way, there shall be not less than two exits on each side in each tier from and including the ground floor and each and every gallery.

Width

(b) Each exit shall be at least five (5) feet wide in the clear and provided with fire doors constructed as provided in this Code.

Doors to Open Outwardly

(c) All of said doors shall open outwardly and shall be arranged fire panic bolts and bars by a slight pressure from the inside without the unfastening of bolts or latches.

Width of Balconies

(d) There shall be balconies not less than four (4) feet in width in said open courts at each level or tier above the ground floor of sufficient length to embrace the two exits.

Stairs to Ground

From said balconies there shall be stairways extending to the ground level with a rise of not more than seven and one-half ($7\frac{1}{2}$) inches to a step, and not less than ten (10) inches tread, exclusive of nosing.

Fireproof

All Stairs and balconies shall be constructed of fireproof material.

Circular Stairs Prohibited.

(e) No Circular winding stairs for the use of the public shall be permitted, either inside or outside of the building.

INSIDE STAIRWAYS

SECTION 231

Number of Tiers

(a) Be it further ordained, that no theater shall have more than three floor tiers above the main floor of the auditorium.

Separate Places for Entrance and Exit for Galleries

(b) Distinct and separate places of entrance and exit shall be provided for each gallery above the balcony of first gallery by means of inside stairways leading to the street or other public way and not through the main auditorium or balcony.

Width of Passageway

(c) No passageway leading to any stairway communicating with an exit (not including fire escape exits) shall be less than four (4) feet in width.

(d) The width of all stairs shall be measured in the clear between hand rails.

RISERS AND TREADS

SECTION 232

Risers and Treads

(a) Be it further ordained That in no case shall the risers of any inside stairway exceed seven and one-half ($7\frac{1}{2}$) inches in height, nor shall the treads exclusive of nosings be less than ten and one-half ($10\frac{1}{2}$) inches in width in straight stairs.

Fireproof

(b) All stairs within the building shall be constructed of fireproof material throughout.

Not to Lead to Cellar

(c) Stairs from balcony or galleries shall not communicate with the basement or cellar.

Stair Landings

(d) No door shall open immediately upon a flight of stairs, but in all cases a landing at least the width of the door shall be provided.

Open Outwardly

(e) All doors shall open outwardly as hereinbefore provided in the case of emergency exits.

Uniform Treads and Risers

(f) All stairs shall have treads of uniform width and risers of uniform height throughout in each flight.

WIDTH OF INSIDE STAIRWAYS

SECTION 233

Width of Stairs

(a) Be it further ordained, that no stairways from galleries shall be less than four (4) feet in width.

When more Than One Stairway is Required

(b) When accommodation is provided for one hundred or more people, there shall be at least two stairs extending to the ground arranged on opposite sides of gallery and for every additional seventy-five people or fraction thereof in excess of the first one hundred to be accommodated, six inches shall be added to the width of the stairs divided between the two flights.

When More Than Two Required

(c) Where the seating capacity of the galleries is for more than one thousand (1,000) persons, one or more additional stair cases shall be provided.

STAIR LANDING IN THEATERS

SECTION 234

Width of Landings

(a) Be it further ordained, that when straight stairs return direct on themselves a landing of the full width of both flights without any steps shall be provided.

Outer Line Curved

(b) The outer landings shall be curved to a radius of not less than two (2) feet to avoid square angles.

No Windows

(c) Stairs turning at an angle shall have a landing without windows introduced at said turn.

When two Stairways Join

(d) in stairs when two side flights connect with one main flight, no windows shall be introduced and the width of the main flight shall be at least equal to the aggregate width of the side flights.

HAND RAILS

SECTION 235

Location of Hand Rails

(a) Be it further ordained That all inclosed staircases shall have on both sides strong hand rails firmly secured to the wall about two inches distant therefrom and about three feet above the stairs, but said handrails shall not run on level platforms and landings where the same are of greater length than the width of the stairs.

Center Rails

(b) All staircases eight feet and over in width shall be provided with a center hand rail of metal not less than two inches in diameter placed at a height of about three feet above the center of the treads and supported on wrought metal or brass standards of sufficient strength spaced not nearer than four feet nor more than six feet, and securely bolted to the treads and risers of stairs, or both, and at the head of each flight of stairs on each landing, the post or standard shall not extend above the hand rail to which the rail shall be secured.

PROSCENIUM WALLS

SECTION 236

Width and Height

(a) Be it further ordained that a fire wall of brick or plain concrete, not less than 12 inches thick, or of reinforced concrete, not less than 8 inches thick in any part, and shall separate the auditorium from the stage and shall extend at least four feet above the stage roof or auditorium roof, if the latter be the higher, and shall be coped.

Girder Over Openings

(b) Above the proscenium opening there shall be a steel girder of sufficient strength to safely support the load above and the same shall be covered with fireproof material not less than four inches in thickness.

Frame at Proscenium Opening

(c) The molded frame around the proscenium opening shall be formed entirely of fireproof materials; if metal be used, the metal shall be filled in solid with non-combustible material and securely anchored to the wall with iron.

CURTAIN

SECTION 237

Material for Curtain

(a) Be it further ordained That the proscenium opening shall be provided with a rigid fire proof curtain, overlapping the proscenium wall at each side to a depth of not less than one foot.

(b) The curtain shall run in metal grooves at the aisles, provided with an asbestos roll at bottom and a sand seal at top, all constructed to prevent, when closed, the passage of smoke and flame.

(c) The curtain shall be suspended or hung by steel cables passing over wrought iron or steel sheaves supported by wrought iron brackets of sufficient strength and well braced.

The brackets shall be securely attached to the proscenium wall by through bolts with nuts and washers on the opposite side of the wall, or other approved method.

Existing Curtains May Be Repaired

(d) This ordinance relating to theater curtains is not retroactive, and the repair of existing curtains will be permitted providing the necessary expenses for the repair does not exceed 25 percent of the sound value of the curtain.

Raising and Lowering Curtain

(e) Said fireproof curtain or present asbestos curtains shall be raised at the commencement of each performance, lowered between each act, and lowered at the close of said performance, and be operated by approved devices.

Check Ropes

(f) The excess weight of the curtain is to be overcome by a check rope of cotton hemp, extending to the floor on both sides of the stage so that the cutting or burning of which will release the curtain the same will then descend at its normal rate of speed.

Distance from Footlights

(g) The proscenium curtain shall be placed at the nearest point at least two feet distant from the footlights.

Doorways in Proscenium Walls

(h) No doorway or opening through the proscenium wall from the auditorium shall be allowed above the level of the first floor and such first floor openings shall have self-closing standard fire doors at each side of the wall; and openings, if any, below the stage shall each have self-closing standard fire doors on each side of the wall, and all of the said doors shall be hung so as to be opened from either side of the wall at all times.

SKYLIGHTS

SECTION 238

Area of Skylights over Stage

(a) Be it further ordained, that there shall be provided over the stage metal skylights of an area or combined area of at least one-tenth of the area of the stage, fitted with rolling sash and glazed with glass not exceeding one-eighth of an inch thick, and each pane thereof measuring not less than three hundred square inches.

Sash

(b) The rolling sash shall be fitted with brass wheels not less than two and one-half inches in diameter and the latter shall roll on metal tracks extending the entire length of the sash. The portion of the track extending from the edge of the curb of the sky light to the end of the incline may be made of iron.

Tracks

(c) These skylights shall be set on curbs so that the lowest portion of the tracks upon which they slide shall be not less than twelve inches above the roof.

To Open by Fusible Links

(d) The whole of which skylight shall be so constructed as to open instantly by fusible links, or some other equally simple approved automatic device or opening them may be provided.

Other Standard Skylight Construction May Be Permitted

But any standard skylights constructed according to Underwriters' requirements may be approved provided plans and specifications are submitted to and approved by the Building Commissioner.

Wire Netting

(e) Immediately underneath the glass of said skylights there shall be wire netting, but wire glass shall not be used in lieu of this requirement.

VENTILATOR

SECTION 239

Ventilators Over Stage

(a) Be it further ordained, that in lieu of the skylights covered with glass provided for in Section 238 ventilators may be used, constructed as follows.

Construction of Ventilators

(b) There shall be one or more ventilators constructed of metal or other incombustible material near the center above the highest part of the stage in every theater.

Area

(c) This ventilator shall extend at least ten feet over all above the stage roof, and shall have a combined area of at least one-tenth of the area within the stage walls.

Dampers to Open Automatically

(d) The opening in every stage ventilator shall be closed by one or more dampers so counter-balanced as to open automatically, and to be held closed by a hempen cord, in which shall be inserted a fusible link at such a point as to be near the bottom of the ventilator.

(e) Such cord or cords operating said dampers shall be run to stage floor and shall be fastened at a point near it and shall be designated with a sign to read, "release in Case of Fire".

Tested from Time to Time

(f) It is imperative that said automatic dampers and their counterbalancer be tested from time to time and kept in perfect working order, so as to insure an automatic release at all times.

STAGE

SECTION 240

Stage Floor

(a) Be it further ordained that all that portion of the stage not comprising the working of scenery, traps and other mechanical apparatus, for the presentation of a scene usually equal to the width of the proscenium opening, shall be built of fireproof construction or steel beams, filled in between with fireproof material, and all girders for the support of said beams shall be of wrought iron or rolled steel.

Fly Galleries and Tie Galleries

(b) The fly galleries and tie galleries entire, including pin rails, shall be constructed of iron or steel, and the floors of said galleries shall be composed of steel beams or fireproof materials.

(c) No wood coars or sleepers shall be used as covering beams, but the said floors shall be entirely fireproof.

Gridiron Floor

The gridiron or rigging loft shall have a lattice iron floor, and be readily accessible by iron stairways.

FIREPROOFING

SECTION 241

Stage Scenery

(a) Be it further ordained, that all stage scenery, curtains and decorations made of combustible material, and all woodwork on or about the stage, shall be painted with approved fire-retarding paint or saturated with some non-combustible material.

Roofs, Floors and Galleries Fireproof

(b) The roof over the auditorium, the entire main floor of the auditorium and vestibule, also the entire superstructure over the entrance, lobby and corridor and all galleries and supports for the same in the auditorium shall be of approved fireproof construction.

This does not exclude the use of wood floor boards and necessary sleepers to fasten the same to.

(c) Such sleepers shall not mean the timbers of support and the space between the sleepers, excepting the portion under the stepping in the galleries, which shall be properly fire-stopped, shall be solidly filled with incombustible material up to the underside of the floor boards.

Gallery Fronts

(d) The fronts of each gallery shall be entirely formed of fireproof materials, except the capping which may be made of wood.

Ceilings Under Galleries

(e) The ceiling under each gallery shall be entirely formed of fireproof materials.

Ceiling of Auditorium

(f) The ceiling of the auditorium shall be formed of fireproof materials.

Metal Laths

(g) All lathing, whenever used shall be of wire or other metal on metal studding.

Partitions and furrings to Be Fireproof

(h) The partitions in that portion of the building which contains the auditorium the entrance and vestibule, and every room and passage devoted to the use of the audience, shall be constructed of fireproof materials, including the furring of outside or other walls.

Wood Prohibited

(i) None of the walls or ceilings shall be covered with wood sheathing, wood wainscoting or any combustible material.

Sounding Board

(j) But this shall not preclude the construction of a wood sounding board over orchestra pit, when the same extends back of and below the overhang of the stage, provided.

Fireproofed

The said wood sheathing be properly fire-stopped by a twelve-inch brick wall back of same, and also have a proper fireproof construction directly under the overhang of the stage extending from the brick wall to the apron of the stage.

DRESSING ROOMS

SECTION 242

Actors Rooms

(a) Be it further ordained, that all walls, floors and ceilings inclosing or dividing dressing rooms shall be fireproof.

Fireproofed

(b) All stairways, passages and doors from dressing rooms to stage, or from dressing rooms to exits shall be fireproofed.

Where Located

(c) Dressing rooms may be placed in the rear or at either side or under stage, provided that thorough ventilation is secured for said rooms, and provided further that proper exits lead to public way.

Shelving

(d) All shelving and supboards in each and every dressing room, property room or other storage rooms shall be constructed of metal, slate or some fireproof material.

SECTION 243

Windows

Be it further ordained that none of the windows in the outside walls shall have fixed sashed fixed iron grills or bars; these may be arranged to hinge and lock, but must be left unlocked during performances.

SEATS AND AISLES

SECTION 244

Seats in Auditorium

(a) Be it further ordained that all seats in the auditorium excepting those contained in boxes shall be not less than thirty-two (32) inches from back to back, measured in horizontal direction and firmly secured to the floor.

(b) No seat in the auditorium shall have more than six seats intervening between it and an aisle on either side.

Stools or Seats in Aisles

(c) No stool or seat shall be placed in an aisle or in the rear.

Platform in Gallery

(d) All platforms in galleries formed to receive the seats shall be not more than twenty-four (24) inches in height or riser, nor less than thirty (30) inches in width of platform.

Width of Aisles

(e) All aisles on the respective floors in the auditorium having seats on both sides of same shall be not less than three feet wide where they begin and shall be increased in width toward the exits in the ratio of one and one-half inches to five running feet.

Aisles having seats on one side only shall be not less than two feet six inches wide at the beginning and increased in width the same as aisles having seats on both sides.

Cross aisles leading to side exits shall be not less than 3' 0" in the clear.

FOYERS

SECTION 245

Capacity of Bobbies, Etc., for Use of Audience

Be it further ordained that the aggregate capacity of the foyers, lobbies, corridors, passages and rooms for the use of the audience, not including aisle space between seats, shall on each floor or gallery be sufficient to contain the entire number to be accommodated on said floor or gallery in the ratio of one hundred and fifty (150) superficial feet of floor room for every one hundred (100) persons.

HEATING

SECTION 246

Location of Heating Apparatus

(a) Be it further ordained that every steam boiler which may be required for heating or other purposes shall be inclosed by walls of masonry on all sides, and the ceiling of such space shall be constructed of fireproof materials.

Fire Doors

(b) All doorways in said walls shall have standard automatic fire doors.

Radiators to Be Placed in Recesses

(c) No coil or radiator shall be placed in any aisle or passageway used as an exit and thereby reduce the same to less than the width required by this code, but all said coils and radiators shall be placed in recesses formed in wall or partition to receive same.

Pipes to Be Incased

(d) All supply, return or exhaust pipes shall be properly incased where passing through floors or near wood work.

STANDPIPES

SECTION 247

Size and Location of Standpipes

(a) Be it further ordained, that standpipes of not less than four (4) inches in diameter shall be provided, same to be supplied by a main not less than six (6) inches in diameter to be connected to the street main and extended to the side of the proscenium wall under the stage where suitable fitting shall be installed to allow a four inch lead to each side of building for standpipe service.

Hose Connections

(b) All standpipes shall be free of obstruction; said standpipes shall be supplied with hose connections as

One on each side of auditorium in each tier.

One on each side of the stage in each tier.

One within twenty (20) feet of the door of the carpenter shop and scenery storage room.

Water Supplies Siamese Connections Location Approved by Chief of Fire Department.

(c) Standpipes shall receive their supply of water from the city mains, and in addition to this requirement a "Siamese" inlet connection with two and one-half inch female hose connections for steamer supply shall be placed on outside of building in a convenient place; said location shall be approved by the Chief of the Fire Department; said hose connection shall have the thread used by the Fort Wayne Fire Department.

Gate Valves

(d) Pipes shall be fitted with approved straightway composition gate valves at hose outlets and the thread of all connections shall be uniform with that in use by the local Fire Department.

WATER CURTAIN SEE STATE LAW--WATER CURTAIN, PAGE 142

Spanner

(e) One spanner shall be located at each hose connection.

Pipes to Be Kept Filled

(f) Pipes shall be kept constantly filled with water under pressure and be ready for immediate use at all times.

Length and Size of Hose

(g) A sufficient quantity of approved linen hose not less than two and one-half inches (2½) in diameter, in fifty foot lengths, but not less than fifty (50) feet in total length, shall be kept attached to each hose connection with approved rack.

Hose shall be fitted with washers and equipped with couplings and nozzles.

SECTION 248

Automatic Sprinklers Locations

(a) Be it further ordained, that a system of automatic sprinklers shall be installed throughout the entire stage section of the theater, located in the rear of the proscenium wall, this to include under roof, under gridiron, under galleries, under stage, in all dressing rooms, in all workshops, property and all other rooms and passageways.

Independent Water Supply

(b) There shall be an independent water supply to the sprinklers, which may consist of gravity tank of not less than ten thousand (10,000) gallons capacity, and elevated not less than twenty-five (25) feet above the highest sprinkler.

Water Casks and Buckets

(c) There shall be kept in readiness for immediate use one approved chemical fire extinguisher under the stage, on each fly gallery, and in property and other store rooms and in each work shop.

Chemical Fire Extinguishers

(d) There shall also be provided six approved chemical fire extinguisher at least four axes, two twenty-foot hooks, two fifteen-foot hooks, and two ten-foot hooks, on the stage and such other appliances as may be required for fire protection.

LIGHTS

SECTION 249

Lights in Building and Courts

(a) Be it further ordained that every portion of the building devoted to the use or accommodation of the public, also all outlets leading to the streets and including the open courts and corridors, shall be well and properly lighted during every performance and same shall remain lighted until the entire audience has left the premises.

Lights Over Exits

(b) There shall be on each light within a read lantern burning sperm oil, placed over each exit opening on the audience side of the wall.

Letters Over Exits

(c) Every exit shall have the same on the inside the word "Exit" in legible letters not less than eight inches high.

Diagram

(d) A diagram or plan of each tier, gallery or floor, showing distinctly the exits therefrom, each occupying a space not less than twenty (20) square inches, shall be printed in black lines in a legible manner on the program of the performance.

HALLS WITHOUT FLY GALLERY OR RIGGING LOFT.

SECTION 250

Halls With Small Stage

(a) Be it further ordained that halls, clubs or assembly rooms having a stage with no basement under same and having no scenery, theatrical appliances, fly gallery or rigging loft, but simply a stage to be used for concerts and like forms of amusement, will not be required to have solid masonry proscenium walls as required for theaters of the first class described in this Code but all partitions shall be of metal lath, steel stud and plaster or other fire proof construction.

Fireproof Scenery

(b) All curtains used in such buildings shall be fireproofed.

Standpipes Not Required Chemical Fire Extinguishers Required

(c) Standpipes and other fire appliances, such as are required for theaters with proscenium walls fly gallery and rigging loft, will not be required, but each such building shall be equipped with at least three approved chemical fire extinguishers and such other fire-fighting apparatus as may be necessary to safeguard the building.

Arrangement of Aisles and Seats

(d) The arrangement of exits, aisles and seats shall be the same as prescribed for theaters of the first class of like seating capacity, except that halls having no balcony or gallery and seating less than 350 persons, may have only two side exits in addition to the main entrance. These side exits shall be not less than five (5) feet in width. Except for the attendants necessary for the operation of the theater no more persons shall be admitted than the stationary seating capacity of the theater can accommodate.

HALLS ABOVE SIDEWALK LEVEL.

SECTION 251

Halls Located 30 Feet Above Sidewalk

(a) Be it further ordained that no public hall or assembly hall seating more than 350 people shall be located more than thirty feet above the sidewalk, unless such room is in a fireproof building made fireproof throughout, and connected with the street by fireproof stairways of such width as is elsewhere provided in this Code.

No Scenery

Such hall may have a stage, but no movable scenery.

Baseball stands and all other forms of outdoor places of amusement shall conform to all the requirements of this Code for Public halls, as to aisles, stairways, arrangement of seats and all the construction of such stands shall be subject to the requirements of this Code

MOVING PICTURE THEATERS AND OPERATING BOOTHS INDIANA CODE, STATE FIRE MARSHAL DEPARTMENT

SECTION 252

General Requirements

(a) Be it further ordained, that no motion picture machine or device shall at any time be operated in a building or enclosure, nor shall the public be admitted to the audience room in which such motion picture exhibit is such machine or device and the arrangement of such audience room and its accessories have been made to fully conform to all of the provisions and requirements of the rules and regulations hereinafter specified.

OPERATING BOOTHS

Installed in Operating Booths

(b) Be it further ordained that every motion picture machine or device, before being operated shall be installed in a room, compartment, booth or enclosure constructed entirely of fire resisting material, which may include only brick, tile and concrete, or their equivalent. All such rooms, compartments, booths or enclosures shall be constructed in complete conformity with the following conditions and specifications:

Size of Operating Rooms

(c) Be it further ordained, that each room, compartment, booth or enclosure in which a motion picture machine or device is installed, shall be not less than seven (7) feet in height, with area of floor space varying in accordance with the number of machines or devices installed in such booths, as follows:

One picture machine, 6 ft. x 8 ft.

One picture machine and one stereopticon, 9 ft. x 8 ft.

Two picture machines and one stereopticon, 12 ft. x 8 ft.

Openings in Booths

(d) Be it further ordained, that there shall not be more than two openings in the booth for each machine as follows:

One for observation by the operator, and one for operation of the machine.

(e) The opening for machine shall be not more than six inches high and twelve inches long. The opening for operator shall be not more than four inches wide or more than twelve inches high.

Gravity Doors

(f) The two openings for each machine shall be provided with gravity doors, constructed of metal not less than 3-16 inch in thickness.

When closed the doors shall overlap the openings at least two inches on all sides, and be arranged to slide, without binding, in properly constructed grooves.

The doors shall be held open normally by the use of a fine combustible cord fastened to a fusible link which melts at a temperature of 160 degrees F.

The whole so arranged that the door may be easily released and closed by hand.

Entrance Doors

(g) Be it further ordained, that the main or entrance door shall be hung on at least three heavy hinges and arranged to close against a substantial metal rabbet.

The door shall also be provided with a substantial spring which will keep it closed tightly.

Ventilation of Booths

(h) Be it further ordained that booths shall be provided with a ventilating inlet in each of three sides said inlets shall be fifteen inches long and three inches high, the lower side of same shall be not more than three inches above floor level.

The inlets shall be covered on the outside by a wire netting of not greater than 1-8-inch mesh, to be firmly secured to the asbestos boards or metal by means of iron strips and screws or rivets. The inlets shall be protected on the inside by gravity doors, arranged to slide in properly

constructed grooves, and which, when closed, shall overlap ventilator openings at least two inches on all sides.

The said doors shall be held open normally by use of a fine combustible cord fastened to a fusible link which melts at a temperature of 170 Degrees F.

The whole so arranged that the doors may be easily released and closed by hand.

Shelves

Be it further ordained that all shelves furniture and fixtures within the booth shall be constructed of incombustible material.

(j) Near the center of the top of the booth shall be a circular opening of not less than ten inches in diameter, the upper side of said opening shall be provided with an iron flange

which flange shall be securely fastened to the roof.

Securely fastened to this flange shall be a metallic vent pipe of not less than ten inches in diameter, said pipe leading to the outside of the building or to a special incombustible vent flue.

All parts of vent pipe shall be at least six inches from any combustible material.

(k) For the comfort of the operator it is important to provide for a constant current of air to pass outward through the opening or vent flue at the rate of not less than thirty cubic feet per minute when the booth is in use.

Brick, Tile or Concrete Booths

(l) Be it further ordained that if the room, compartment, booth or enclosure is constructed of brick, tile or concrete, it shall have walls not less in thickness than eight inches, except that if reinforced concrete is used the thickness need be only four inches.

Permissible Construction

(m) It shall be permissible to construct booths of metal framework with walls and top of two-inch cement plaster on expanded metal lath. Such lath shall have studs made by folds in the metal, spaced not over four inches on centers, or plain expanded metal lath wired to 3/4 inch steel channels spaced not over twelve inches on centers.

The door to such booth shall be a standard fire door.

Such booth shall have a three-inch cement floor reinforced.

(n) The ventilation and general arrangement of the booth and the protection of openings shall conform with the requirements.

Portable Booths

(o) Be it further ordained, that portable booths shall not be used in any theater or public hall in which a permanent booth has been or is installed, but shall be used only for the temporary one-night exhibition of motion pictures in places of assemblage, such as halls belonging to commercial organizations, churches, schools, etc., where it is deemed impracticable to install permanent booths made in accordance with the above specifications.

Special Permit

In this case a special permit shall be obtained from chief of fire Department and Building Inspector.

PICTURE MACHINE

Feed Reel

(a) The motion picture machine shall be equipped with a feed reel, enclosed in a metal magazine constructed of 20 U. S. gauge metal, with a slot at the bottom only large enough for film to pass out, and with cover so arranged that this slot can be instantly closed. No solder shall be used in the construction of this box.

(b) The door on side shall be of metal and provided with spring hinges and latch which will keep door closed tightly.

Take-up Reel

(c) The moving picture machine shall be provided also with take-up reel in a magazine similar to that used to enclose feed reel.

Opening and Protection

A slot shall be provided only large enough to receive the film and a door at the side shall be provided to remove film.

The door shall be of metal and equipped with spring hinges and latch to keep same securely closed.

(d) A shutter shall be placed in front of the condenser, so arranged as to be automatically closed when film is stationary.

Secured to Floor

(e) The motion picture machine shall be securely fastened to the floor to prevent accidental overturning or moving of same.

LIGHTING AND CONTROL

Arc Lamp

(a) The ARC LAMP used in a motion picture machine shall be constructed and installed as follows:

(b) It shall be substantially constructed and entirely of metal except where the use of approved insulating material is necessary.

(c) It shall be so designed as to provide for proventilation and to prevent sparks being emitted from lamp when same is in operation, and mica shall be used for frame insulation.

(d) Self-closing doors shall be provided on side and rear of lamp enclosure, and observation ports not provided when closed with glass.

(e) The lamp shall be controlled by a double pole safety typed fused switch within easy reach of operator.

(f) The lamp shall not be mounted upon a base or frame composed of wood.

Conductors

(g) The Conductors supplying current to lamp shall not be smaller than No. 4 B. & S. gauge or its equivalent.

Stranded conductors, provided with approved lugs, shall be used between lamp and permanent wiring.

(h) A fireproof insulation shall be used on conductors inside lamp and to be given, until the installation of those connected to the arc lamp and resistance.

Conductor passing through case of lamp shall be protected with porcelain busings.

Resistance Box

(i) The resistance box shall be kept not less than one (1) foot from any combustible material or be separated from it by a slab of slate or marble.

The resistance box shall be surrounded with a substantially attached metal guard having a mesh not larger than one-half inch, which guard shall be kept at least one inch from outside frame or rheostat.

Artificial Light

(j) Be it further ordained that no artificial light shall be used in any room, compartment or booth in which a motion picture machine is installed except that produced by electricity.

(k) All electric wiring shall be brought into the booth in iron conduits.

(l) One light will be allowed for each machine and one for the reeling bench, but all such lights shall be provided with wire guards, and reinforced cord shall be used for pendant purposes.

(m) If house lights are controlled from within the booth, the emergency control shall be provided near the main exit and kept at all times in good condition.

Wiring Code

(n) All electric wiring or apparatus used in connection with any audience room located in any room compartment, booth, or enclosure containing a motion picture machine or in which an exhibition thereof is to be made, shall be in full compliance with rule No. 38 of the National Electrical Wiring Code.

FILMS AND PROTECTION

Protection of Films

- (a) Be it further ordained, that no films shall be exposed in the booth at the same time other than the one film in process of transfer to or from the machine or from the upper to lower magazine, or in process of rekindling.
- (b) A separate metal case, made without solder, shall be provided for each film when the same is not in the magazine or in process of rekindling, said films shall be kept in these cases.
- (c) No material of a combustible nature shall be stored within any booth except the films needed for one day's operation.

PROTECTION

Fire Extinguishers

- (a) Be it further ordained that at least two standard hand chemical fire extinguishers shall be provided, one inside the booth and located in an accessible place within easy reach of the operator, and the other located outside of the booth near the door to the same.

Smoking and Matches

- (b) Be it further ordained, that neither smoking nor the keeping nor the use of matches shall be permitted in any booth, room compartment, or enclosure where a motion picture machine is installed.

OPERATOR EXPERIENCED

Operator

- (a) Be it further ordained that each machine, while in operation, shall be in charge of an experienced operator.

Entrance Door

- (b) Be it further ordained that the entrance door to the motion picture machine booth shall be kept closed, but not locked, when an audience is in the building.

Locations Prohibited

- (c) Be it further ordained, that no motion picture machine shall be installed, maintained, or operated in any building that does not abut directly upon a street. Nor shall any such machine be installed, maintained, or operated in connection with any exhibition room contained in a building occupied as a hotel, tenement house, or lodging house; nor in factories or workshops, except where the exhibition room and motion picture machine are separated from the rest of the building by unperforated fireproof walls and floors. In no case shall the main floor of such exhibition room be more than four feet above or below the adjoining grade level.

AUDITORIUM AND BASEMENT

Plaster Walls

- (a) Be it further ordained that if the walls of the auditorium contain wood studs, they shall be covered with either expanded metal lath or wire mesh and plastered with three coats of plaster, or be covered with one-half inch plaster boards and plastered or covered with metal, and the joints shall be properly filled with mortar.

Ceilings or Rooms

- (b) The ceilings of all such rooms shall be plastered with three coats of plaster on wire mesh or metal lath, or covered with one-half inch plaster boards and plastered or covered with metal.

Basement or Cellar

- (c) If there be a basement or cellar, the ceiling under the auditorium floor shall be plastered with three coats of plaster on wire mesh or expanded metal lath, or be covered with one-half inch plaster board and plastered or covered with metal. All plastering shall be not less than 3/4 of an inch in thickness.

SEATING AND EXITS

Seating Capacity

- (a) Be it further ordained that any motion picture exhibition room accommodating more than three hundred people, or containing a gallery or galleries, shall be built in compliance with the requirements for theaters and opera houses.

Exits Front and Rear

- (b) Be it further ordained, that all motion picture exhibition rooms shall be provided with at least two separate exits, one of which shall be in the front and the other in the rear, both leading to unobstructed outlets on the street or public highway.

Aggregate Width

- (c) The aggregate width in feet of such exits shall be not less than one-twentieth of the number of persons to be accommodated thereby. No exits shall be less than five feet in width, and there shall be a main exit not less than ten feet in total width.

Rear Exit

- (d) If an unobstructed exit to a street or public highway cannot be provided at the rear of such buildings, as herein specified, either an open court or a fireproof passage or corridor shall be provided from rear exit to the street front.

Dimensions

The dimensions of which shall be at least four feet in width for exhibition rooms accommodating 50 persons or less, and six inches additional for each additional 50 persons accommodated by such room.

Construction

(e) Such passage shall be constructed of fireproof material and shall be at least ten feet high in the clear.

Thickness of Walls

(f) The walls forming such passage shall be at least eight inches thick of brick or other approved fireproof material, and if there be a basement the wall on the auditorium side should either run one foot below the cellar bottom or may be carried in the cellar on iron columns and girders properly fireproofed.

(g) The ceiling of said passages, and if there be a basement, the floor shall be of fireproof construction.

(h) If unobstructed rear exit or exits to a street or public high way are provided, the said exit or exits shall be of the same total width required for the court or passage above mentioned. Said passages and exits to the street, as above, shall be used for exit and entrance, and shall be kept free and clear.

Grade Levels

(i) Be it further ordained that the level of the open court or passage at the front of building shall not be greater than one step above the level of the sidewalk, and the grade shall not be more than one foot in ten, with no perpendicular rises.

Seats and Spacing

(j) Be it further ordained, that all seats in any exhibition room for moving picture machines shall be not less than 32 inches from back to back and securely fastened to the floor; they shall be so arranged that there will be not more than 12 seats in a line between aisles, not more than 6 between any rear and and an aisle.

(k) All aisles shall lead directly to exits and all exits shall be directly accessible to aisles.

No aisles shall be less than three feet in width where they begin, and shall be increased in width toward the exits three inches to every ten running feet length.

Door Fastenings

(l) Be it further ordained that all exit doors shall be arranged to swing outward and shall be provided with fastenings such as can be opened readily from the inside, without the use of keys or any special effort, but not locked when the door is open to the public.

Open Air Exhibition

(m) Be it further ordained that all the requirements of this section relating to seats, aisles, passageways, exits and doors shall apply in connection with each open-air motion picture exhibition.

EXIT LIGHTING

Labels and Red Lights

(a) Be it further ordained, that every exit doorway leading from the exhibition room shall have over the same on the auditorium side the word "EXIT" in letters not less than six inches high, or an illuminated sign with letters of the same height.

(b) Where illuminated signs are not provided, there shall be at least one red light over each doorway.

The exit doorways shall be numbered with figures not less than six inches.

Ticket Office Control

(c) Be it further ordained that light used in marking exits or lighting passageways, stairways, or inclines leading from them shall not depend upon or be controlled by wires, switches, or fuses located in room, compartment, booth, or enclosure containing motion picture machines, but shall be controlled from the ticket office.

Liabilities

(d) Be it further ordained that the proprietor, or in his absence, the manager or other representative in control of any room or building to which the public is admitted, and in which an exhibition of one or more motion picture machines is given, shall be held responsible for full compliance with the provisions of these rules and regulations, before same is opened to the public.

(e) Any operator who shall operate or cause to be operated, a machine which is not installed in accordance with these provisions shall be deemed to have violated the provisions of these rules and regulations.

BUSINESS BUILDINGS IN RESTRICTED DISTRICTS

SECTION 253

Limitations

(a) Be it further ordained that no business building shall be located established, conducted or maintained in a strictly residential district outside the fire limits, only upon the following conditions.

(b) Be it further ordained that it shall be unlawful for any person, firm or corporation to erect construct, or maintain a business building in any block in which two thirds (2-3) of buildings on both sides of the street, being used exclusively for residence purposes, without first obtaining the consent in writing of the owners or duly authorized agent of said owners, owning a majority of the frontage on both sides of the street in which said business building is to be erected, constructed, or maintained.

(c) Such written consent shall be filed with the Building Commissioner before a permit shall be issued for the erection, construction and location of such public building.

APARTMENT HOUSES AND TENEMENT HOUSES

SECTION 254

Erected, Over Three Stories in Height Fireproof

(a) Be it further ordained, that every building hereafter erected for use as an apartment or a tenement house, over three stories in height, shall be of fireproof construction. (See State Housing Law).

Altered Over Three Stories in Height Fireproof

(b) Every non-fireproof building hereafter altered for use as an apartment house or a tenement house, over three stories in height shall be of fire proof construction. (See State Housing Law).

Floor Level

(c) The first floor level for three story apartment or tenement houses shall not exceed five feet above sidewalk.

Semi-Detached Apartments

(d) All non-apartment or tenement houses within the city limits, either brick or frame, built for rental purposes, and for housing two families or more shall be constructed as follows:

Dividing Wall

(e) Each apartment or group of apartments under one roof, and having a separate door or entrance communicating with the street, court or alley, shall be divided from an adjoining group of apartments by solid fire wall of brick or concrete not less than 8" thick. The fire wall shall be without communicating doors or openings.

CELLAR STAIRS

SECTION 255

Location of Cellar Stairs

Be it further ordained, that the stairs from the cellar or basement of any apartment or tenement house shall in all cases be inclosed with fireproof walls, and provided with self closing fire doors at the bottom of said flight of stairs.

HALLWAY INCLOSURES AND STAIRCASES

SECTION 256

Hall Inclosures in Non Fireproof Houses

(a) Be it further ordained that in all non fireproof apartment houses or tenement houses hereafter erected three stories and basement in height and occupied or arranged to be occupied by more than two families on any floor, the staircase halls shall be constructed as follows:

(b) The staircase halls shall be inclosed with fireproof walls, and the said hall inclosures shall have a connecting hall way in the first story and extend to the street, inclosed with suitable walls of brick, or such other fireproof materials, including ceilings.

Fire Doors Approved

(c) All doors shall be fireproof doors, as may be approved by the Building Commissioner and Fire Chief.

Stairs and Hallways in Fireproof Houses

(d) In fireproof apartment houses and tenement houses hereafter erected, the stairs halls and hallways leading to street shall be inclosed in brick, concrete or tile walls, and in other respects be constructed as required by this Code for fireproof construction.

HEATING ROOMS, FUEL ROOMS AND LOCKER ROOMS

SECTION 257

Fire Doors and Windows

(a) Be it further ordained, that all heating, fuel and locker rooms shall be inclosed with fireproof walls and ceilings and have fire doors and windows, approved by Building Commissioner and Fire Chief.

Stairs to Roof

(b) At least one flight of stairs or ladder stairs in each of said buildings shall extend to the roof and there have exit.

SECTION 257-A

Closets Prohibited Under Staircases

(a) Be it further ordained that no closets shall be constructed underneath the staircase of any story, but the space thereunder shall be left entirely open and keep free from incumbrance.

(b) This shall not prohibit the inclosing without openings the under portion of staircases from the foot of the same to a point where the height from the floor line to the soffit of the staircase shall not exceed five feet.

PLUMBING, DRAINAGE, VENTILATION, WATER SUPPLY AND GAS PIPING

SECTION 258

Jurisdiction of Board of Health

(a) Be it ordained by an Ordinance providing for all matters concerning Plumbing, Drainage and Ventilating, Water Supply and Gas Piping in buildings erected, or to be erected in the City of Fort Wayne, Indiana, and Establishing an Examining Board, Chief Plumbing Inspector under the jurisdiction of the Board of Public Health of Fort Wayne, Indiana.

(b) Be it further ordained that the City Council of Fort Wayne, Indiana do ordain as follows:

Conflicting Laws Repealed

All laws or parts of laws in conflict with any of the provisions of this ordinance are hereby repealed.

(c) This Ordinance shall be in full force and effect on and after its passage by the City Council of the City of Fort Wayne and approved by the Mayor of the City of Fort Wayne and legal Publication.

SUB SECTION 1

Board of Health Appoints Examiners.

(a) Be it further ordained that the Board of Public Health of the City of Fort Wayne shall appoint a Board of Examiners for the examination and registration of Plumbers.

Board of Examiners

(b) The said Board shall consist of two practical plumbers in the City of Fort Wayne, one of whom shall be a recognized plumbing contractor and one a competent journeyman plumber not in the employ of said contractor and the regularly appointed chief plumbing inspector of the City of Fort Wayne hereinafter provided for.

Period of Appointment

(c) Said Board of Examiners shall serve during the incumbency of the Board of Health who made the appointments or until their successors are appointed and qualified.

Compensation for Service

(d) Said Board of Examination and Registration for their services rendered shall each receive the sum of Fifty Dollars (\$50.00) per year in full, except the Chief Plumbing Inspector, whose salary is hereinafter provided for.

EXAMINATION AND LICENSE OF PLUMBERS

SUB SECTION 2

Board of Examiners Meetings

(a) Be it further ordained, that said Board of Examiners shall as soon as may be, after their appointment, meet at such time and place as the Board of Health may designate, and the time of holding examination shall be the first Monday in January, first Monday in July, the first Monday in October of each year.

Examination of Applicants

(b) Said Board shall examine applicants as to their practical knowledge of plumbing house drainage and plumbing house drainage and plumbing ventilation and if satisfied as to the competency of any such applicant, the City Comptroller shall, upon the presentation of any such certificate, issue a license to such person to engage in the business of plumbing in the City of Fort Wayne.

Examination in Writing

(c) Said examination shall be in writing and record of questions and answers shall be kept.

Final Decision

(d) The decision shall be submitted to the Board of Health in writing and shall be final and conclusive.

QUALIFICATIONS OF APPLICANTS

SUB SECTION 3

Information Required

(a) Be it further ordained, that an applicant must appear before the Examining Board and furnish to the Board such information as may be required.

Applicant's Vouchers

(b) Each applicant shall furnish two vouchers, who shall appear before the Board and sign under oath on form prescribed by the Board, certifying to the time the applicant has been employed by them as a journeyman plumber.

Voucher's Requirements

(c) Such vouchers at the time of signing application must be lawfully engaged in the plumbing business in the City of Fort Wayne.

Applications Refused

(d) All applications must be under oath.

The Board shall refuse to receive an application from any person who, at the time of making may be unlawfully engaged in business, as a master or employing plumber.

Applicant's Experience

(e) No person shall be examined unless he shall have had an experience of at least three years as a journeyman plumber, and is able to furnish satisfactory evidence of such fact.

Citizen of United States

No application will be received from any person who is not a citizen of the United States.

Applicant's Qualifications

(f) The Board shall inquire into the applicant's fitness and qualifications for conducting such business, and may require the applicant to submit, under oath, such evidence as will satisfy the Board that he is a person of good repute, character and responsibility.

Applicant's Eligibility for Future Examinations

(g) An applicant who fails in the examination shall not be eligible for another test until the expiration of six months; should he fail in the second test, he will not be eligible for a third test until the expiration of one year.

FEES

SUB SECTION 4

Fee Accompanying Application Fees for License

(a) Be it further ordained that each applicant for examination shall pay the sum of Five Dollars same to accompany his application to the Examining Board, and should he pass the examination successfully a further sum of Fifty (\$50.00) Dollars shall be paid upon the issuance of a license certificate to engage in the Plumbing Business.

Fees, to Whom Paid

(b) All fees shall be paid into the office of the City Comptroller and shall be for a term of one year, and shall be renewed annually for a like sum of Twenty-five Dollars (\$25.00)

Fees for Firm or Corporation

(c) In case of a firm, combination or corporation engaging in the business of plumbing desiring to take out license, one member of such firm, combination or corporation may elect to take out license in the manner indicated, and which license shall entitle such firm, combination or corporation to do business in the City of Fort Wayne.

License Period of Issue

(d) All license issued by this Board shall be for a term of one year commencing January 1, and ending December 31.

License Fee

(e) All licenses issued during the period from January 1, to June 30, shall be charged at the annual rate of Twenty-five Dollars (\$25.00).

(f) All license issued from July 1, to December 31, of each year shall be charged at the rate of Twelve Dollars and fifty cents (\$12.50.) for the period.

TRANSFER OF LICENSE

SUB SECTION 5

License Not Transferable

(a) Be it further ordained, that a Certificate of License of this Board is not transferable. As "Agent" Not permitted

(b) No registered plumber shall act as the agent for a plumber who has not obtained a license and a certificate of competency from the Examining Board of Plumbers as an Employing or Master Plumber.

Cancellation of Certificate

(c) A violation of this rule will be deemed a sufficient reason by the board of Health of the City of Fort Wayne for the cancellation of a Certificate of Registration.

BOND OF PLUMBERS

SUB SECTION 6

Applicant's Surety Bond

Be it further ordained that before any license is issued under the conditions of this Code he or his firm or corporation shall execute a surety company bond to the City of Fort Wayne, said sureties to be approved by the proper official, in the penal sum of Five Thousand Dollars (\$5,000.00), conditional for the faithful performance of his or their duties according to the terms of this Code, and this bond shall be for the term on one year, and shall be renewed annually.

CHIEF PLUMBING INSPECTOR.

SUBSECTION 7

Chief Inspector's Qualifications

Be it further ordained that upon the passage of this Code the Board of Health of the City of Fort Wayne shall select as Chief Plumbing Inspector whose duties shall be to carry out the provisions of this Code.

Such Inspector shall be a practical plumber with at least ten years experience as a journeyman plumber, and who is skilled and well trained in matters pertaining to sanitary regulations concerning plumbing work.

(b) No Inspector so appointed shall, during his term of office, be engaged or interested in the Plumbing business, or the sale of any plumbing supplies, or shall he act as an agent either directly or indirectly for any person so engaged.

Chief Inspector's Duties

(d) The Chief Plumbing Inspector and his deputies have the power between sunrise and sunset to enter any building where there is good and sufficient reason to believe that the sanitary condition of such premises is such as to endanger the public health, for the purpose of making such inspection as may be necessary to ascertain the condition of same, upon showing their badge of office.

Penalties for Interference

(e) Any person or persons interfering with them in the performance of said duties shall be liable to a fine of not less than Ten Dollars (\$10.00) and not more than Three Hundred Dollars (\$300.00) or by imprisonment not more than thirty (30) days or both.

Chief Inspector's Office

(f) The Chief Plumbing Inspector shall be provided with a suitable office in the City Hall as well as with all necessary apparatus for making tests and such furniture, stationery and supplies as the business of his office may require in the discretion of the Board of Health

PERMITS

SUB SECTION 8

Issuing Plumbers Permits

(a) Be it further ordained, that all permits for plumbing or house drainage shall be issued by the City Comptroller after approval by the Chief Plumbing Inspector.

Inspection Notice

Due notice shall be given to the chief Plumbing Inspector by the Plumber at such times as the work is ready for inspection.

Exception

(b) No plumbing work shall be done in the City in any building or any other place coming within the jurisdiction of the Board of Health of the City of Fort Wayne, except in case of repair or leaks in existing plumbing until a permit has been issued by the Chief Plumbing Inspector.

Fees for Permits

(c) Before granting such permit an application shall be made on such blanks prepared for that purpose.

Application Fee

(d) The application shall be accompanied by the fee of One Dollar (\$1.00)

Additional Fee

(e) An additional fee of fifty cents (\$.50) for each trap or vented fixture up to and including fifty fixtures.

For each trap and vented fixture over fifty and up to and including 100 fixtures a fee of twenty five cents (\$.25) shall be made.

For all trap and vented fixtures over one hundred an additional charge of fifteen cents (.15) shall be made.

Payment of Fees

(f) The fees so collected shall be paid to the City Comptroller.

PENALTIES

SUB SECTION 9

Limitation of Permits

(a) Be it further ordained that every permit shall be considered cancelled if active work is not commenced within a period of sixty days after the date of issue of same and the chief Plumbing Inspector shall make such record in his office.

Board of Health May Revoke License

(b) The board of Health of the City of Fort Wayne shall be empowered to revoke the license of any employing plumber where the provisions of this Code has been violated, upon charges brought by the Chief Plumbing Inspector.

Penalties for Misdemeanor

(c) Any person or persons who shall come under this Code, refusing, failing or neglecting to comply with any of the provisions of this Code shall be deemed guilty of a misdemeanor and upon conviction shall be subject to a fine of not less than Ten Dollars (\$10.00) nor more than Three Hundred Dollars (\$300.00), or for imprisonment for not less than ten days (10) nor more than thirty (30) days, or both.

Imprisonment Under Code

(d) But no person shall be imprisoned under this Code for the first offense and the prosecution shall always be as and for the first offense unless the affidavit upon which the prosecution is instituted contains the allegation that the offense is a second or repeated offense.

Arrest and Prosecution

(e) It shall be the duty of the said Chief Plumbing Inspector upon receipt of knowledge that any part of this Code has been violated to go before any Justice of the Peace or City police Judge and cause the arrest and prosecution of all persons whom he has reason to believe are guilty of such violations.

SANITATION

SUB SECTION 10

Scope of Sanitation

Be it further ordained, that this Code shall apply to and include all water supply and sanitary work, installation, or equipment hereafter installed, constructed, altered or required in, for, or about any building or structure of any kind class or character, or used, or to be used, for any purpose whatsoever.

SUB SECTION 11

Enforcement and Proper Authority

Be it further ordained that unless otherwise prescribed or made an exception, it shall be the duty of the Chief Inspector of Plumbing or his authorized deputy inspectors, to enforce all the provisions of this Code relating and pertaining to sanitary plumbing.

Interpretation of "Inspector"

Where this part refers to or mentions "Inspector" it shall mean the Plumbing Inspector or his authorized deputies.

MATERIALS; QUALITY AND WEIGHTS

SUB SECTION 12

Earthenware Pipe--Sewer Pipe

(a) Be it further ordained, that all earthenware pipe and fittings shall be of the hub and spigot pattern, cylindrical in section, thoroughly vitrified through the thickness of the pipe, and thoroughly salt glazed over the entire inner and outer surfaces.

Quality of Sewer Pipe

(b) Each length shall be of a uniform caliber, smooth bore throughout, without twist or wind and free from fire cracks, blisters, flaws or other defects.

Tile Drains

(c) Earthenware pipe used for tile drains shall be without hub or socket, and may be either cylindrical or D shape in section.

CAST IRON PIPE

SUB SECTION 13

Quality

(a) Be it further ordained that all cast iron pipe and fittings shall be sound, cylindrical and smooth, free from cracks, sand holes and other defects, of a uniform thickness and not lighter than the commercial grade known as "Extra heavy".

Weight

(b) Pipe shall not weight less than the following per lineal foot, which weights include the hubs:

Diameter of Pipe	Weights per Ft.
2 inch.....	5½ pounds
3 inch.....	9½ pounds
4 inch.....	13 pounds
5 inch.....	17 pounds
6 inch.....	20 pounds
7 inch.....	27 pounds
8 inch.....	33½ pounds

(c) All pipe and fittings shall be coated at the factory for underground use, with asphalt or coal tar pitch. Pipes and fittings above ground may be plain or coated with linseed oil, coal oil asphaltum, or coal tar pitch.

BRASS PIPE

SUB-SECTION 14

QUALITY

(a) Be it further ordained that brass pipe for soil, waste, and vent pipe shall be thoroughly annealed, seamless, drawn or brazed tubing having weight and outside diameter of not less than the following:

WEIGHT

Nominal Gauge	Weight
Diam. No. B&S Thickness	Per Foot
1½ inch....12 5-64 inch	1.08 Lbs.
1½ inch....12 5-64 inch	1.32 Lbs.
2 inch....12 5-64 inch	1.79 Lbs.
2½ inch....10 7-64 inch	2.82 Lbs.
3 inch....10 7-64 inch	3.41 Lbs.
4 inch....8 1/8 inch	5.76 Lbs.
5 inch....8 1/8 inch	7.22 Lbs.
6 inch....8 1/8 inch	8.71 Lbs.

For flush and local vents No. 18 gauge may be used.

DIMENSIONS

(b) Drawn tubing only shall be used for the larger sizes, two and one-half (2½) inches to six (6) inches

Brazed tubing may be used for the smaller sizes, one and one-quarter (1¼) to two (2) inches.

FITTINGS

(c) Brass fittings shall be of good quality cast brass having a thickness in their walls not less than the tabular thickness given above for the corresponding brass pipe.

Tapped Ends

(d) The thickness of the tapped ends shall be one and one-half (1½) times the thickness of the corresponding pipe.

Ferrules

(e) Lead ferrules shall be best quality, not less than four and one-half (4½) inches long, and 2¼, 3½, and 4½ inches in diameter, and not less than the following weights:

Diameter	Weights
2¼ inch.....	1 lb. 0 oz.
3½ inches.....	1 lb. 12 oz.
4½ inches.....	2 lb. 8 oz.

Cup of similar ferrules shall conform to the above table.

Soldering Nipples

(f) Soldering nipples shall be heavy cast brass, or of brass pipe, iron pipe size. When cast they shall be full bore, and not less than the following weights:

Diameter	Weights
1¼ inches.....	0 lb. 6 oz.
1½ inches.....	0 lb. 8 oz.
2 inches.....	0 lb. 14 oz.
2½ inches.....	1 lb. 6 oz.
3 inches.....	2 lb. 0 oz.
4 inches.....	3 lb. 8 oz.

Clean-outs

(g) Screw caps for clean-outs shall be of extra heavy brass, not less than one-eighth of an inch thick.

Dimensions and Weight

(h) The screw cap shall have a solid or hexagonal nut not less than one (1) inch high.

The body of clean-out ferrule shall be at least equal in weight and thickness to the calking ferrule of the same size or pipe.

The engaging part shall have not less than six (6) threads of iron pipe size and be tapered.

Compression Clean-Outs.

(i) Compression clean outs approved by the Plumbing Inspector may be used.

WROUGHTIRON AND MILD STEEL PIPE

SUB SECTION 15

Quality

(a) Be it further ordained that all wrought iron or mild steel pipe used for soil, waste or vent pipes shall be galvanized and not lighter than the commercial grade known as "Full Weight".

Fittings

(b) The fittings for wrought iron or mild steel waste, soil and refrigerator waste shall be recessed drainage fittings cast iron, malleable iron, or brass, with smooth interior waterway and threads tapped out of solid metal, so as to give a uniform grade to branches of not less than one-quarter (¼) of an inch per foot.

Threaded Fittings

(c) Threaded fittings for soil, waste, and vent pipe shall be brass, galvanized malleable iron, or cast iron.

SUB SECTION 16

Lead Pipe

Be it further ordained that all lead pipe use for barnch soil, waste, vent, or flush pipes, including bends and traps, shall be of best quality of drawn pipe, of not less weight per lineal foot than shown in the following table:

Weights

Internal Diameter	Weights Per Foot
1 inch.....	2 lb. 8 Oz.
1 $\frac{1}{4}$ inch.....	3 lb. 0 oz,
1 $\frac{1}{2}$ inch.....	4 lb. 0 oz.
2 inch.....	5 lb. 0 oz.
3 inch /.....	6 lb. 3 oz.
4 inch	8 lb. 0 oz.

SUB SECTION 17

Sheet Lead

Be it further ordained that all sheet lead for roof flashing shall not weight less than four (4) pounds per square foot, and shall extend not less than six (6) inches in all directions from the pipe, and the joint shall be made water tight.

COPPER TUBING

SUB SECTION 18

Inside Conductors

(a) Be it further ordained that all copper tubing, when used for inside roof conductors or leader connections, shall be seamless drawn tubing, not less than number fourteen (14) B. & S. gauge

Conductors and Flashings

(b) When copper is used for roof conductors or leader flashings, it shall be not less than number eighteen (18) gauge.

Vent Pipes

(c) When copper is used for local vents and interior ventilating pipe, it may be spiral or gauge number twenty six (26)

GENERAL REGULATIONS

SUB SECTION 19

Grade or Horizontal Pipes

Be it further ordained, that all horizontal piping shall be run in practical alignment and at a uniform grade of one-half ($\frac{1}{2}$) inch per foot when possible, but in no case shall the grade be less than one-quarter ($\frac{1}{4}$) of an inch to one (1) foot for soil or waste pipes and house drains suspended by iron hangers upon piers, or posts, or wall ledges; and not less than one-eighth ($\frac{1}{8}$) of an inch per foot for vent or ventilating pipes, hose sewers and under ground drains.

SUB SECTION 20

Change of Direction

(a) Be it further ordained that all changes of direction, either horizontal or vertical, shall be made with the appropriate use of "Ys," half "Ys," sanitary "Tys," long sweep quarter, sixth, eighth or sixteenth bends, with short nipples when screw joints are used.

Vertical Line

(b) Every vertical line of soil or waste pipe shall have not less than eighteen (18) inches of iron pipe, run horizontally at its base.

SUB SECTION 21

Supports for Pipes

(a) Be it further ordained, that all drainage and plumbing pipes shall be rigidly secured or supported to keep their alignment and grade.

Stack Supports

(b) All free standing stacks shall be thoroughly supported on concrete or masonry piers at their base, and stacks forty (40) feet or more in height shall also be provided with pipe rest at floors for properly supporting them.

Pipe Supports

(c) The pipe supports according to their location shall be made either with heavy iron posts hangers, wall brackets or steel fittings, concrete or masonry piers, provided that not brick pier shall be less than eight (8) inches square.

Pipe Hooks

(d) The use of pipe hooks shall be prohibited for larger than one and one half ($1\frac{1}{2}$) inch pipes.

FITTINGS

SUB SECTION 22

Increase in Size

(a) Be it further ordained that increase or reduction in size shall be made by the use of proper fittings.

Offsets in Mains

(b) Offsets in the mains of all stacks shall be avoided if possible except as prescribed in Section 59, but when unavoidable they shall if possible, be made forty-five (45) degree fittings.

Prohibited Fittings

(c) No "T" branches or crosses shall be used on horizontal runs. Saddle hubs and bands shall in all cases be prohibited.

SUBSECTION 23

Pipes in Cinders or Cinder concrete Prohibited

Be it further ordained, that no pipe of any kind shall be laid in cinders, or ashes, or in cinder concrete.

Where cinders, or ashes, or cinder concrete is to be used, all pipes shall have at least two (2) inches of Portland cement concrete between each pipe and any such cinders, ashes or cinder concrete.

SUB SECTION 24

Workmanship

Be it further ordained, that all labor shall be performed in thorough and workmanlike manner, and whenever it appears, in the opinion of the Inspector that any work covered by this part is being otherwise installed, the Inspector shall order such changes as he shall deem necessary.

SIZE OF PIPES

SUB SECTION 25

Standard Sizes

All sizes of pipes prescribed in this part are the standard sizes for such pipe and refer to the inside dimensions.

SIZE OF HOUSE DRAINS, SOIL AND WASTE STACKS, MAINS AND BRANCHES

SUB SECTION 26

Dimensions

(a) Be it further ordained that the number of fixtures in a building shall determine the size of the house drain, and the area of the soil or waste stacks shall not be less than the area of the house drain.

Number of Fixtures Allowed

The maximum number of fixtures allowed on any house drain, soil or waste stack, main or branch shall never exceed the number given in the following table.

MAXIMUM NUMBER OF FIXTURES CONNECT TO

Size of Pipe	WASTE PIPE, OR SOIL AND WASTE COMBINED		SOIL PIPE ONLY	
	Branch	Main	Branch	Main
1 $\frac{1}{4}$ in.	1 fixture	1 fixture	Water closets not allowed on lines under 4 inch (inside diameter) in size.	
1 $\frac{1}{2}$ in.	2 fixtures	3 fixtures		
2 in.	4 fixtures	8 fixtures		
2 $\frac{1}{2}$ in.	5 fixtures	10 fixtures	8 water closets	16 water closets
3 in.	10 fixtures	20 fixtures	18 water closets	36 water closets
3 $\frac{1}{2}$ in.	20 fixtures	40 fixtures	36 water closets	72 water closets
4 in.	32 fixtures	64 fixtures	63 water closets	126 water closets
5 in.	72 fixtures	144 fixtures	105 water closets	210 water closets
6 in.	144 fixtures	288 fixtures	145 water closets	290 water closets
7 in.	252 fixtures	504 fixtures	200 water closets	400 water closets
8 in.	420 fixtures	840 fixtures		
9 in.	530 fixtures	1160 fixtures		
10 in.	600 fixtures	1600 fixtures		

(b) For the purpose of this table the following shall apply:

Interpretation of Table

Three (3) feet of urinal trough or wash sink counts as one fixture.

One (1) bath, basin, sink or smaller fixture counts as one fixture.

One (1) pedestal urinal or slop hopper sink counts as four (4) fixtures

One (1) water closet counts as four (4) fixtures.

Earthenware Pipe

(c) No earthen ware or tile pipe shall be used for the house drain within or through any building used for human habitation or occupancy.

Clean-outs

(d) Where earthenware pipe is used inside any building all clean-outs shall be cast iron and there shall be a horizontal extension at least three (3) feet long at the base of each stack to steady and support same.

Dimensions

(e) Where earthenware or tile pipe is used for the house sewer, it shall start not less than three (3) feet outside the building and shall be increased one size over the house drain

SIZE OF FIXTURE TRAPS AND WASTES

SUB SECTION 27

The size, inside diameter, of the trap and waste branches for a given fixture shall never be less than the following:

Kind of Fixtures	Trap	Branch
Water Closet.....	3-in.	4 in.
Slop Sink.....	2-in.	2 in.
Lip Urinal.....	1½ in.	1½ in.
Pedestal Urinal.....	3 in.	3 in.
Floor drains or Wash.....	2 in.	2 in.
Garage Drains.....	3 in.	3 in.
Yard Slop Sinks.....	3 in.	3 in.
Urinal Trough or Stall.....	2 in.	2 in.
Laundry Tap.....	1½ in.	1½ in.
Kitchen Sinks (res.).....	1½ in.	1½ in.
Pantry or Kitchen Sinks (large)		
Hotel or Public.....	2 in.	2 in.
Pantry or Bar Sinks.....	1½ in.	1½ in.
Wash Basins, one (1) only.....	1½ in.	1½ in.
Bath Tubs.....	1½ in.	1½ in.
Shower Baths.....	2 in.	2 in.
Sitz Bath.....	1½ in.	1½ in.
Drinking Fountains.....	1½ in.	1½ in.
Fountain Cuspidors.....	1½ in.	1½ in.

SIZE OF BACK VENT PIPE STACKS

SUB SECTION 28

Dimensions

(a) The following table gives the size of vent pipes and the maximum number of fixtures that they serve.

Size of Vent Pipe	Maximum developed Length in Ft.	No. of Traps (1½ inch or less)	No of Traps (2 inch)	No. of Water Closets, Back Vents.
1½ inch	30	2--1½ traps	or 1	
1½ inch	30	5--1½ traps		
1½ inch	30	3 traps, 1½ inch or less	or 1	
2 inch	40	12 or less	or 6	3 or less
2½ inch	60	24 or less	or 12	6 or less
3 inch	90	48 or less	or 24	12 or less
3½ inch	130	100 or less	or 50	25 or less
4 inch	180	160 or less	or 80	40 or less
5 inch	240	210 or less	or 140	70 or less
6 inch	330	480 or less	or 240	120 or less

(b) For five (5) inch traps and over the vent shall be one-half ($\frac{1}{2}$) of the diameter of the trap.

SUB SECTION 29

Water and Air Tight Joints

Be it further ordained, that all joints and connections prescribed under this title shall be made gas and water tight.

SUB SECTION 30

(a) Joints Earthenware Pipe

Be it further ordained that joints between the hub and spigot shall be half filled with a gasket of oakum and then the joint finished with mortar made of one part fresh Portland cement and two parts clean sharp sand.

Each joint shall be carefully banked, wiped and cleaned.

Connection to Iron Pipes

(p) Underground joints between earthenware and iron pipe shall be made the same as above prescribed for earthenware pipe.

sub section 31

Joints, Cast Iron Pipes

(a) Be it further ordained, that all joints in cast iron pipe shall be made with pure lead well calked, and not less than one inch deep, and no paint, varnish, or putty will be allowed until the joints have been tested.

Oakum

(b) Oakum or other efficient method shall be used to prevent the lead from running through the joint.

SUBSECTION 32

Joints Wrought Iron and Mild Steel and Brass Pipe

(a) Be it further ordained that joints in galvanized iron, mild steel or brass pipe shall be standard screw joints, and all burrs or cuttings shall be removed.

All joints shall be made up of white or red lead or mineral paing.

Connection to Cast Iron

(b) Connections between wrought iron, mild steel, or brass, to cast iron shall be either a calked joint (Subsection 31) or screwed joint.

Unions

All unions used on the sewer side of traps shall be ground faced and shall not be concealed or enclosed.

Slip Joints

No slip joints connection will be allowed on the sewer side of trap.

SUB SECTION 33

Lead Pipe, Etc.--Wiped Joints

(a) Be it further ordained, that joints, in lead pipe, or between lead pipes and pipes of brass or copper, shall be what are known as wiped joints and shall have an exposed surface of the solder to each side of the joint of at least three-quarters ($\frac{3}{4}$) of an inch.

Connections to Iron Pipe

(b) Joints between lead and iron pipes shall be made by extra heavy cast or drawn screw nipples with either a calked joint or a soldered nipple with a threaded joint or approved concaved brass bushings.

Where cup or similar ferrules are used they shall extend not less than One-quarter ($\frac{1}{4}$) of an inch above the hub.

SUB SECTION 34

Earthenware Traps with Metal Floor Connections

(a) Be it further ordained that fixtures with earthen ware traps connected directly with soil or waste pipes, shall have a solid brass or iron floor plate, not less than three-sixteenths ($\frac{3}{16}$) of an inch thick, soldered to the lead bend or pipe, and screwed to the floor where joists are of wood, and where brass or iron soil is used, screwed to the same, and bolted to the trap flange.

Joints

(b) Joint shall be made gas tight with an asbestos graphite ring, as ester string gasket washer, red or white lead and putty or perfect screw joint.

In Wood Construction

(c) In wooden joist construction the connection between the earthenware and soil pipe shall have at least two (2) inches of lead pipe between the wiped joint and the under side of the floor.

TRAPS AND CLEAN-OUTS

SUB SECTION 35

Traps

(a) Be it further ordained, that each single fixture except those wasting as prescribed in Sub Sections 73 to 76 shall be separately trapped by a water seal trap, as herein prescribed, placed as close to the fixture as possible.

Exception

(b) A set of not more than three wash stands may connect with a single trap, provided the trap is placed centrally and the branches connect into the seal of the trap.

A set of not more than three wash trays, or a set of one or two wash trays with sink combined may connect with a single trap provided the branches connect into the seal of the trap.

Construction

(c) Traps for bath tubs, basins, sinks, or other similar fixtures shall be made of lead, cast brass, or of cast iron dipped in coal tar pitch or asphaltum, or of iron (porcelain) enameled inside.

Cast iron Traps shall be extra heavy full bore, and have a smooth interior waterway and threads tapped out of solid metal.

Iron drum traps shall be made of extra heavy cast or malleable iron, dipped in coal tar pitch or asphaltum on the inside, and the drum shall not exceed four (4) inches in diameter.

Seal

(d) Every trap shall be self-cleaning.

No form of trap which depends upon the action of movable parts for its seal shall be used.

No trap which depends upon concealed interior partitions for its seal or which has an interior partition that, in case of defect, would allow the passage of sewer air, shall be used.

Each trap shall have a water seal of not less than two (2) inches.

Drum Trap

(e) Drum traps shall have water seal of not more than seven inches nor less than two inches.

Every drum trap shall be so installed that the water seal will protect the trap screw from sewer air.

Back Vented

Drum trap outlets shall in all cases be back vented.

Vent connections not to exceed eighteen (18) inches from center line of trap.

Cleanouts and Vent connections

(f) Each trap, except those in combination with fixtures where the trap seal is plainly visible and accessible, shall be provided with a brass trap screw.

Traps placed between the floor shall have a brass trap screw for cleaning, in plain view, or flush with the floor, or readily accessible from or under the floor.

Overflow Connection

(g) Overflow connection

Overflow pipes from fixtures shall in each case be connected on the inlet side of the trap.

Setting

(h) All traps shall be rigidly supported and set true with respect to their water level, and shall be so located as to protect their seals.

Cellar Drains

(i) Cellar drain will be permitted only when they connect to a trap with permanent water seal, 2 inch, or more.

Underground Traps

(j) All traps underground in a building shall be made accessible by manholes with proper metallic covers or shall be located so as to be easily accessible.

Prohibitions-- Traps on Drains

(k) There shall be no trap at the foot of soil or waste pipe stack upon the house drain unless such drain is used exclusively for conducting rain water or surface water to a house drain provided a vent pipe is taken from both sides of the trap, the same size as the house drain up to and including 4 inch.

MAIN LINE TRAP

(1) No main line trap shall be allowed in the sewer between the public sewer and house or building.

VENTS

(m) For 8-inch traps and larger the vents shall be one-half ($\frac{1}{2}$) the diameter of the trap, and in no case where a trap five (5) inches and larger is used shall the vent be less than four (4) inches in size.

These vents shall be carried separately through the roof and located as for roof outlets.

CONNECTION TO WATER CLOSET TRAP

(n) In no case shall the waste from a bath tub or other fixture be connected with a water closet trap.

CLEAN-OUTSSUBSECTION 36Where Required

(a) Be it further ordained, That clean-outs shall be provided as follows:
On Soil Pipe

At the foot of all vertical lines of soil pipe, and at the end of each horizontal line.

Distance between the clean-out shall not exceed fifty (50) Feet.

There shall be at least two (2) four (4) inch clean-outs provided in the house drain and house drain and house sewer connection, and the second near the end of the house drain, or at the base of the soil or waste stacks.

Immediate clean-outs may be made with T's.

WHERE NOT REQUIRED

(b) Any vertical soil, waste, or vent pipe, having an opening readily accessible from the roof and without change of direction in its entire length, shall not be required to be provided with a clean-out other than at its base.

SIZE

(c) Clean-outs shall be the same size as the pipe up to (4) inches in diameter and not less than (4) inches for larger pipe or traps.

SUBSECTION 37LOCATION OF TRAPS AND CLEAN-OUTS

Be it further ordained, That all traps and clean-outs shall be located so as to be easily accessible for cleaning.

When a cellar drain is used, the clean-outs in basement may be flush with the floor or set in a box, otherwise all cellar clean-outs shall extend at least one (1) inch above the cellar floor.

HOUSE SEWERAGE AND DRAINSSUBSECTION 38Independent Systems

(a) Be it further ordained, that the drainage and plumbing system of each new building or new work installed in an existing building shall be entirely separate and independent of that of any other building, and wherever available, every building, shall have an independent connection with a public or private sewer.

EXCEPTION

(b) Where one building stands in the rear of another on an interior lot, and no private sewer is available or can be made for the rear building through an adjoining alley court, yard or driveway, the house drain from the front building may be extended to the rear building, and the whole will be considered as one house drain.

SUBSECTION 39CONNECTION WITH CESSPOOLS

Be further ordained, That when a sewer is not available, drain pipes from buildings may be connected with cesspools or receiving vaults as prescribed in Sub-section 91 of this Code, provided, however, that no water closet shall be connected to a leaking cesspool.

SUBSECTION 40OLD HOUSE SEWERS AND DRAINS

Be it further ordained, That old sewers and drains may be used in connection with new buildings or new plumbing, only when they are found on examination and test to conform in all respects to the requirements governing new sewers or drains, as prescribed in this code.

If the old work is found defective, the inspector shall notify the owner to make the necessary changes to conform with this code.

SUBSECTION 41HOUSE DRAINS UNDERGROUND

Be it further ordained, That all house drains shall wherever possible, be brought into the building under ground below the level of the basement or cellar floor.

OUTSIDE CONNECTION

All house or building drains shall be of iron pipe from a point five feet outside of foundation and no crock sewer used closer than 3 feet from the house or building, and all sewer pipes from this point used in under the building shall be iron pipe.

SUBSECTION 42MATERIAL FOR HOUSE DRAINS

Be it further ordained, That all house drains shall be of extra heavy cast iron pipe, with well leaded and calked joints.

SUBSECTION 43HOUSE SEWER

Be it further ordained, That the drain containing the house sewer, beginning three (3) to five (5) feet outside the building wall, shall consist of (1) commercial size larger.

See Sub-section 26.

LOCATION

They shall not be laid closer than three (3) feet to any exterior wall, cellar, basement well or cistern, or less than two (2) feet deep.

CHANGE IN DIRECTION

(b) Change in direction shall be made with long curves, One-eighth (1/8) bends or "Y's" CITY CONNECTIONS

(c) All connections with the City sewer system shall be made in accordance with the rules and requirements of the Department of Public Service.

SUB-SECTION 44SOIL AND WASTE PIPES

Be it further ordained, That where sub-soil drains are placed under the cellar floor or used to encircle the outer walls of a building, the same shall be made open-jointed four (4) inch soil pipe.

Open-jointed drain tile shall be properly trapped before entering the storm sewer.

SUB-SECTION 45BACK PRESSURE VALVES

(a) Be it further ordained, That where floor drains are located in basements they shall be reinforced by a back pressure or mechanically sealed trap where connection is made direct to house drain or house sewer.

GATE VALVES

(b) All branch lines for underground cellar drain shall be provided with gate valves in addition to back water traps in all buildings hereafter erected.

EXHAUST, BLOWOFF AND DRIP PIPE CONNECTIONSSUB-SECTION 46DISCHARGE INTO TANK

(a) Be it further ordained, That the exhaust, blowoff, sediment, or drip pipe from a steam boiler shall not connect directly with any sewer, drain soil or waste pipe.

Such pipes shall discharge into the top of a tank above the line of discharge of a suitable closed tank or condenser made of wrought or cast iron and provided with a relief pipe, of at least three (3) inches in diameter, extending to the outer air above the roof.

(b) The waste from said tank or condenser, shall be taken from the bottom and be at least one size larger than the inlet, but not less than three (3) inches in diameter and provided with a trap that has a seal of not less than twenty-four (24) inches, and shall connect to the house sewer and not to the house drain.

SUB-SECTION 47HOT WATER DISCHARGE PROHIBITED

Be it further ordained, That water, heated to over one hundred and forty (140) degrees Fahrenheit, shall not be allowed to enter any street, sewer or lateral.

SUB-SECTION 48ELEVATOR CONNECTIONS

Be it further ordained, That all direct connected hydraulic elevators, lifts, or pressure machines shall be provided with an intermediate tank of sufficient capacity pressure into any sewer, drain, soil or waste pipe.

Such tanks shall be trapped and where there is danger of back pressure from sewer there shall be placed, on its outlet side, a sewer or back water valve.

RAIN WATER CONDUITS, LEADERS, DOWNSPOUTSSUB-SECTION 49INSIDE CONDUITS

(a) Be it further ordained, That when placed within the walls of any building, or run in an inner court, or ventilating or pipe shaft, all conduits or roof leaders shall be constructed as prescribed for soil pipe.

CONNECTIONS TO SEWER

(b) The conduits or roof leaders, or downspout wastes, and the surface and ground water drains, shall be connected with the house sewer and not to house drain.

PROHIBITED USE

(c) Conduit pipes shall not be used as soil, waste, or vent pipes, nor shall any soil waste, or vent pipes be used as conduits.

DEFECTIVE

(d) When an existing sheet metal conductor pipe within the walls of any building becomes defective, such conductor shall be replaced by one which conforms to Article "a" of this Section.

SOIL, WASTE AND VENT PIPESSUB-SECTION 50MATERIAL USED

Be it further ordained, That all main and branch soil, waste, vent and back vent pipes shall be of iron, lead, brass or copper.

SOIL AND WASTE PIPE STACKSSUB-SECTION 51SIZE REQUIRED

Be it further ordained, That every building in which water closets are installed shall have at least one (1) four (4) inch soil pipe stack continued up to a point not less than two (2) feet through the roof.

Soil and waste pipes shall conform to the sizes required under Sub-section 26 of this code.

SUB-SECTION 52ROOF EXTENSIONS--HEIGHT

(a) Be it further ordained, That all soil and waste pipes, receiving the discharge of any fixtures, shall be extended the full caliber at least two (2) feet above the roof and at least six (6) feet when such roof is used for other purposes than weather covering for the building.

MINIMUM VENT

(b) In no case shall a vent pipe through the roof be less than two (2) inches in diameter.

SUB-SECTION 53ROOF JOINTS

Be it further ordained, That the joints at the roof shall be made water tight by the use of proper flashing of sheet copper or lead.

ROOF TERMINALSSUB-SECTION 54LOCATION

(a) Be it further ordained, That the roof terminals of all vent pipes shall be at least three (3) feet above any door, window, scuttle or air shaft when located at a distance less than twelve (12) feet from the surface of the ground.

PIPE ON INSIDE OF BUILDING

(b) No soil or waste pipe extension, of any new or existing building, shall be run or placed on the outside of a wall, but shall be carried up to the inside to the roof.

ADJOINING HIGHER BUILDINGS

(c) In the event that a new building is built higher than an existing building the owner of such new building shall defray the expenses of, or shall himself make such alteration to conform with Article "a" of this Section.

DUTIES OF OWNER

(d) It shall be the duty of the owner of the lower or existing building to make such alteration, therein upon receipt, in advance, of money for security therefor, sufficient for the purpose, from the owner of the new or higher building; or to permit, at the election of the owner of the new or higher building, the making of such alteration by the owner of said new or higher building.

SUB-SECTION 55PROHIBITED CONNECTION

Be it further ordained, That in no case shall any fixture connection, except water closet pedestal urinals, or trap standard slop sinks, be made to a lead bend.

SUB-SECTION 56BRANCH SOIL AND WASTE EXTENSIONS

Be it ordained, that any vertical branch rising more than ten (10) feet, or any lateral branch running more than twenty-five (25) feet from the main house drain, shall be continued full size to a point above the roof, or may be returned to the main, soil, or waste vent pipe full size.

VENTSSUB-SECTION 57LENGTH FROM TRAP

(a) Be it further ordained, that for the purpose of obtaining a directly rising vent from a vertical waste line, a fixture trap, immediately under a small fixture waste, shall be placed not more than twenty-four (24) inches from the vertical waste and vent line, measured between the center of the waste and vent, provided that the point of entry into the vertical waste line is not lower than the bend of the trap.

DISTANCE ALLOWED

(b) For water closets, pedestal urinals, and trap standard slop sinks, the distance allowed between the waste opening in the floor or wall and vent stack shall not be more than five (5) feet center to center developed length, and as near horizontal as possible.

PROHIBITED CONNECTION

(c) No vent pipe shall be used as a waste or soil pipe.

SUB-SECTION 58MAIN VENTS

(a) Be it further ordained, that all main vents shall be run undiminished, and connected full size at their base to the main waste or soil pipe at or below the lowest fixture branch, and shall be extended above the roof.

CONNECTIONS

(b) They may be connected with the adjoining soil or waste vent three (3) feet above the highest fixture openings, but this will not be permitted where are fixtures on more than six (6) floors, unless the size of pipe be increased in diameter to the combined area of the main soil, and waste vents to be served.

CIRCUIT, LOOPS AND CONTINUOUS VENTSSUB-SECTION 59WHERE PERMITTED

(a) Be it further ordained, That every branch soil or wastepipe, to which a group of two (2) and not more than eight (8) water closets, pedestal urinals, or trap standard slop sinks are connected, may be vented by a circuit or loop vent, provided such horizontal branch does not exceed twenty-five feet in length, and the fixtures are within the prescribed twenty-four (24) inch limit from the branch forming the circuit vent.

CONNECTIONS

(b) Connections from such branch shall be taken from Y to TY branches, Y and TY branches shall be installed flat or horizontal, and rise to 45 degree elbows or bends.

LAST FIXTURE CONNECTION

(c) The vent shall be taken off in front of the last fixture connection, and must rise at an angle of forty-five (45) degrees to vertical to a point above the top of the highest fixture, before being offset horizontally or connecting to the branch, main waste or soil vent.

RELIEF VENT

(d) Where fixtures discharge above such branch, each branch shall be provided with a relief vent one-half (1/2) the diameter of the soil or waste stack taken off in front of the first fixture connection and rising at an angle of forty-five (45) degrees to vertical to a point above the top of the highest fixture, before being offset horizontally or connecting to the branch, main waste or soil vent.

OFFSETS IN MAIN SOIL AND WASTE PIPES

(e) The main soil or waste stack shall be offset at every seventh (7) story containing fixtures immediately below the branch soil or waste connection.

SIZES OF VENT PIPES

(f) The main vent pipe shall conform to and the branch vent pipes shall be one size larger than the sizes prescribed under Sub-Section 28.

BRANCH VENTS AND CONNECTIONSSUB-SECTION 60

(a) Be it further ordained, that all branch vent and back vent pipes shall be free from drops and sags, and be so graded and connected as to drip back to the soil or waste pipe by gravity.

CONNECTIONS

(b) On horizontal runs such connections shall be taken off above the center lines as near the crown as possible, and rise above such crown before being offset horizontally.

VENTS BELOW WATER LINE OF FIXTURES

(c) Horizontal vents below water line of the fixture to be served shall be offset to vertical at the nearest partition, and the vertical run shall be connected above said fixture.

SUB-SECTION 61COMMON VENTS FOR FIXTURES

Be it further ordained, that where bath rooms, water closets or other fixtures are located on opposite sides of a wall or partition, or are directly adjacent to each other in an inseparable

dwelling, such fixtures may have a common soil or waste pipe and vent pipe stack.

SUB-SECTION 62

BACK VENTING TRAPS

(a) Be it further ordained, That every fixture trap shall be protected from siphonage and back pressure, and air circulation shall be assured by means of a vent or back vent pipe.

A floor drain with a mechanical seal may be vented at the wall nearest to the trap.

WATER CLOSETS, URINALS AND SLOP SINKS

(b) No earthenware fixture with trap combined shall be provided with a back vent horn.

Every water closet, pedestal urinal and slop sink, having a floor connection, shall be back vented from the soil or waste branch and preferable on the top of the branch.

When connected with the vertical arm of a bend it shall be made above the top of the horizontal branch.

BACK VENTING; NOT REQUIRED

SUB-SECTION 63

WATER CLOSETS

(a) Be it further ordained, That where two (2) water closets located on the same floor, discharge into a double sanitary T or TY in a soil or waste stack, they need not be back vented if such fixtures do not exceed the five (5) foot limit, without other fixtures above them.

OTHER FIXTURES

(b) When two (2) fixtures other than water closets discharge into a double sanitary T or TY, and there are no other fixtures discharging above them, said fixtures may be back vented through a common vent or back vent pipe.

TUB, BASIN OR SINK

(c) The waste of a bath tub, basin or sink may be connected to a Y or Ty fitting between the closet bend and the stack, without reventing the closet bend, providing there are no other fixtures discharging above.

BACK VENTS NOT REQUIRED

(d) No back vents shall be required on a back water trap.

(e) Cellar floor drains connectings to the house drain in front of a soil or waste stack and provided with a trap that has a permanent water seal of not less than three (3) inches need not be back vented.

REFRIGERATOR AND SPECIAL WASTES

SUB-SECTION 64

INDIRECT WASTE CONNECTION

(a) Be it further ordained, That no plumbing fixtures, except a bar sink, dental or fountain, shall be installed with an indirect waste connection to the plumbing and drainage system.

OPEN DISCHARGE

(b) The waste of every bar sink, dental or fountain cuspidor, soda fountain, and drinking fountain, if not directly connected, shall discharge over a properly water supplied, trapped and vented sink, or may discharge into a cellar floor drain.

DIMENSION

The size of the waste pipe shall conform to the table in Sub-Section 26.

SEPARATELY TRAPPED

Each fixture opening shall be separately trapped.

VENTS

(c) No back vents shall be required, but when fixtures have a common waste pipe and are located on or above the second floor, the waste pipe shall be extended full size to, and increased one (1) size through the roof.

INDIRECT WASTE CONNECTION FOR REFRIGERATORS

(d) Safe, refrigerators and ice box waste pipe shall be installed with an indirect connection to the pumping and drainage system.

OPEN DISCHARGE

They shall discharge over a properly water-supplied, trapped and vented sink, publicly placed not more than four (4) feet above the floor, or may discharge into a cellar floor drain.

In no case shall any refrigerator or safe waste pipe discharge over a sink located in a room for living purposes.

Each fixture opening shall be separately trapped.

WASTE AND VENTS

(e) In apartments, flats, lodging and tenement house where the refrigerator wastes extend through two (2) or more stories, the waste line shall extend through the roof.

In no case shall refrigerator waste line be connected direct to sewer.

FLTINGS

(f) The branches or vertical lines shall be made by Y or TY fittings, and cleanouts provided to control the horizontal part of the waste pipe.

VACUUM CLEANING WASTE

(g) Vacuum cleaning machines shall not discharge direct into the sanitary sewer, but shall discharge into an open plumbing fixture that is properly trapped and vented.

WATER SOFTENER WASTE

(h) Water softener machines shall not discharge direct into a sanitary sewer, but shall discharge into a trap having a permanent water seal of not less than 3 in.

SUB-SECTION 65

OVERFLOW PIPES

Be it further ordained, that the overflow pipes from a water supply tank shall not be directly connected with any drain, soil, or waste pipe.

OPEN DISCHARGE

Such pipe shall discharge upon the roof or be trapped into an open fixture and discharge.

SUB-SECTION 66

URINAL SAFES

(a) Be it further ordained, That urinal platforms and safes shall not be directly connected with any drain, soil or waste pipe, except when used in combination with a urinal floor gutter.

FLUSHING

(b) The outlet of such gutter shall be provided with a brass strainer with arrangements for flushing the same while in use.

TRAPS

(c) If such safe waste also serves as a floor waste outlet, the trap shall be at least three (3) inches in diameter.

SUB-SECTION 67

KITCHEN WASTES--GREASE TRAP

Be it further ordained, that kitchen or other greasy wastes from hotels, restaurants, club houses, public institutions or other establishments in which much cooking is done, or greasy wastes obtain, shall be intercepted by a catch basin or a grease trap, and then conducted to the house sewer.

SUB SECTION 68STABLE WASTES

Be it further ordained, that all liquid wastes from barns, stables, manure pits and stable yards, shall be intercepted before entering the sewer by a suitable catch basin, properly trapped.

VENT

Said catch basin shall be provided with a vent not less than four (4) inches continued through the roof.

GARAGE WASTES AND VENTSSUB SECTION 69CATCH BASIN IN PUBLIC GARAGES

(a) Be it further ordained, that every building or portion of a building, wherein are kept four (4) or more automobiles or motor cars, shall have their floor drains intercepted before entering the sewer by a catch basin constructed as follows:

SIZE AND CONSTRUCTION

(b) Catch basin shall be made of cast iron, concrete or vitrified sewer pipe not less than twenty (20) inches diameter or square, and not less than two (2) feet in depth.

LOCAL VENT

(c) Such catch basin shall be provided with a three (3) inch cast iron local vent, calked with lead, and the local vent shall be taken from a point of the catch basin above the top of the horizontal waste extending to the sewer.

RUN AND HEIGHT ABOVE ROOF

(d) This local vent shall be carried underground to a point at one side of the garage and extend one (1) foot above the floor or ground level, from which point it shall be carried up with either cast iron, galvanized wrought or steel pipe to a point not less than two (2) feet above the roof with a globe ventilator attached to prevent down draft.

HEIGHT ABOVE GROUND

(e) Local vent stack shall not be less than fifteen (15) feet from the ground, nor within fifteen (15) feet of any door, window, scuttle or air shaft, unless when so placed the terminal shall be placed at least three (3) feet above all such openings.

OUTLET

(f) The outlet of the catch basin to the sewer shall start at a point twelve (12) inches from the bottom of the catch basin, rise twelve (12) inches vertical to horizontal by inserting a combination TY.

CLEAN-OUT

In the end of TY calk a clean-out cap.

OTHER ARRANGEMENT

(g) Any similar arrangement of the outlet pipe may be permitted by the Plumbing Inspector if in his opinion it will answer the above stated purpose.

MAIN VENT

(h) The main vent on garage drains or catch basins shall be the same size as the main waste.

PRIVATE GARAGES

(i) Every building or portion of a building, wherein are kept less than four (4) automobiles or motor cars shall have their floor drains intercepted before entering the sewer by a floor drain with receptacle approved by and satisfactory to the Inspectors.

PLUMBING FIXTURESSUB SECTION 70LOCATION OF FIXTURES

(a) Be it further ordained, that no closet, urinal or slop sink shall be located in any room or apartment which does not contain a window placed in an external wall of the building, or is not provided with a system of ventilation.

VENTILATION

(b) Ventilation from toilet rooms shall be separate and distinct and have no connection whatever with the other ventilating ducts in the building.

SUBSECTION 71MATERIALS

Be it further ordained that all receptacles used for water closets, urinals or otherwise for the disposal of human excreta, shall be either vitrified earthenware, hard natural stone, or cast iron porcelain enameled on the inside.

SUB SECTION 72OPEN PLUMBING

Be it further ordained, that all plumbing fixtures shall be installed or set free and open from all enclosing work.

SEALS AND FLUSHING RIMSSUBSECTION 73VISIBLE TRAP SEAL

(a) Be it further ordained, that all water closets or pedestal urinals, or slop sinks with trap combined, shall have visible trap seals.

FLUSHING RIMS

(b) All water closets or pedestal urinals shall be provided with flushing rims, constructed so as to flush the entire interior surface of the bowl thereof with water, as prescribed in Subsection 79.

SUB SECTION 74SINKS REQUIRED

Be it further ordained that where any privy vault or cesspool is ordered abandoned and a sewerage system is available, a yard or slop sink or a kitchen sink, shall be installed on the premises, in addition to the water closet, to provide suitable means for carrying off waste water.

WATER CLOSETSSUBSECTION 75BOWLS AND TRAPS

(a) Be it further ordained, that the bowls and traps for water closets shall be made in one piece, and of such shape and form as to hold a sufficient quantity of water, when filled and to the trap overflow, so as to completely submerge any matter deposited in them and properly flush and scour the soil pipe when the contents of the bowl are discharged.

LOW DOWN CLOSERS

(b) WATER CLOSERS WITH LOW DOWN TANKS SHALL BE OF A SYMPHONIAN PATTERN PROVIDED WITH REFILLING DEVICES.

FROSTPROOF CLOSERS

(c) Frostproof closets will be permitted in outbuildings only: and such outbuildings shall be at least ten (10) feet from the nearest point from a lot line of a building used for human habitation or occupancy.

A porch or other building or structure attached to any building used for human habitation or occupancy shall be considered part of such building.

WATER CLOSERS

(d) Pan, valve, plunger, of set, washout, latrine, and other water closets having visible seals or an unventilated space, or the walls of which are not thoroughly washed at each discharge are prohibited, and all such existing closets shall be removed when so ordered by the Inspector.

Long Hopper water closets and similar appliances shall not hereafter be installed.

URINALSSUBSECTION 76MATERIALS

(a) Be it further ordained, that all urinals, troughs, or gutters other than those heretofore prescribed, shall be constructed of materials impervious to moisture and that will not corrode under the action of urine.

GUTTERS

(b) When floor gutters are used as urinals, the gutters shall be made with Portland cement or other impervious material, and the floor and walls within five (5) feet of such gutter shall be made equally water-tight and impervious.

SEWERS

(c) In districts having no sewer connections, copper or galvanized iron urinal troughs may be used in outhouses, sheds, barns, and in yards, and at least (20) feet distant from any building of a better grade, and not less than fifty (50) feet from any cistern or well.

SINKSSUBSECTION 77WOODEN TRAYS

Be it further ordained, that fixed wooden wash trays or sinks are prohibited in any building or part of building designed or used for human habitation.

BATH TUBSSUBSECTION 78COPPER LINED

Be it further ordained that no new copper lined wooden bath tub shall be installed nor shall old fixture of this class be reconnected.

Any defective bath tub condemned by the Inspector shall be removed.

WATER SUPPLYSUBSECTION 79WATER SUPPLY TO FIXTURES

(a) Be it further ordained, that all water closets, urinals or other plumbing fixtures, shall be provided with sufficient supply of water for flushing, to keep them in proper and sanitary condition.

WATER CLOSERS AND URINALS

(b) No water closet or urinal bowl shall be supplied directly from the water supply pipes but shall be supplied from a flushing tank or by an improved flushometer valve.

FLUSHING TANKS

(c) Where flushing tanks are used a water closet or urinal bowl shall be indirectly flushed through a tank of at least four (4) gallons capacity for each water closet, and two (2) gallons for each urinal.

FLUSH PIPE

(d) The tank shall be properly supplied with water, and the flush pipe to the water closet or urinal shall be at least one and one-quarter (1 1/4) inches in diameter, except for outside coppers and urinals.

URINALS IN BATHSTANK, ETC., SUPPLY

(e) A group of urinals on the same floor, subject to constant use, as in schools and factories may be supplied from one tank, if provided with an automatic simultaneous flush, provided that each individual urinal shall receive not less than one gallon of water at each flushing, and the discharge is of such force as to cleanse each individual bowl at each flush.

(f) All urinals, having either intermittent or automatic flushing, devices shall be flushed at regular intervals, not to exceed ten (10) minutes each during the hours that such fixtures are in use.

BACKS

(g) The backs of gutter stalls to the height of three and one-half (3 1/2) feet shall be kept constantly moist with a proportionate supply of water while in use.

URINAL TROUGHS AND GUTTERS

(h) Urinal troughs and gutters shall be flushed either by an automatic flushing tank, the same as required for individual urinals, or may be flushed by direct water supply through a brass pipe carried the full length of the trough perforated every two (2) inches.

FLUSHING TANK VALVES

(i) All valves of flushing tanks shall be so fitted and adjusted as to prevent the waste of water.

The water from flushing tanks shall be used for no other purposes.

FLUSHOMETER VALVES

(j) All flushometer valves, used in place of tanks for water closets, shall be of a generally approved type satisfactory to the Inspector.

YARD CATCH BASINSUBSECTION 80DIMENSIONS

(A) Be it further ordained, that yard catch basins which receive surface drainage or the discharge from hydrants or waste pipes shall be not less than twelve (12) inches in diameter and have not less than a four (4) inch trapped outlet for cleaning, and placed below the frost line.

INLET

(b) Where the inlet is liable to injury, the same shall be provided with a heavy cast iron frame and strainer set flush with the grade.

VENT

(c) Each yard catch basin or yardsink, when installed within ten (10) feet of any building used for human habitation, shall be vented with a two (2) inch vent pipe.

SUBSECTION 81SUBSOIL CATCH BASINS

(a) Be it further ordained, that subsoil catch basins, located where the water fluctuation is such that a constant water seal on the trap outlet is not maintained shall be located outside the walls of the building and provided with a ballcock attached to the water supply pipes for the maintenance of such seal.

TRAPPED OUTLET

(b) The trapped outlet for such catch basin shall be formed by turning a four (4) inch bend or invert down into the water of the basin to within six (6) inches of the bottom.

KITCHEN CATCH BASINSSUBSECTION 82CONSTRUCTION

(A) Be it further ordained that catch basins for receiving kitchen water shall be constructed water-tight either of brick, concrete, tile or cast iron.

If of brick, tile or concrete, they shall be at least twenty (20) inches internal diameter, and be finished with a stone or iron cover.

GREASE TRAPSSUBSECTION 83INTERCEPTING CATCH BASINS

(a) Be it further ordained that when grease traps are installed in connection with vegetable and pantry sinks same shall be provided with a deep water seal trap combination and intercepting partition which will prevent broken vegetable particles and similar substances from going out and clogging waste pipes.

COVER

(b) An iron cover with tight joint shall be provided with bolts or screws for fastening, same to be easily removed when necessary.

WATER SEAL

(c) The interior and exterior water seal trap combination, and the intercepting partition and inlet from sink shall be submerged in deep seal water this preventing escape of sewer gas or catch basin overflow when cover is removed for cleaning or inspection.

CLEANING

(c) The grease should be removed from the grease traps at least three (3) times each week when the grease traps are installed in restaurants, hotels, large and public institutions.

SUBSECTION 84PACKING HOUSE DRAINAGE INSTALLATION

(a) Be it further ordained that every packing house and other establishment where grease is rendered, used or stored, shall have installed a system of drainage basins (made of iron or steel) preventing the grease from finding its way into the sewer, and shall consist of the following:

GREASE RECEPTACLES

(b) One (1) 20-inch diameter of top and not less than thirty-eight (38) inches deep iron floor drainage basin to be provided with an iron removable receptacle inside of the basin to receive the grease and other material washed into the basin.

CONSTRUCTION

(c) The basin shall be provided with an air chamber in the receiving compartment constructed in such a manner that the discharge grease and other solids will accumulate in the receptacle.

INLET

(d) The inlet of the receptacle must be provided with an iron guard having a solid iron top of sufficient size to entirely conceal the opening of the receptacle when discharging water or other material into the basin.

VENTILATION

(e) The air chamber compartment shall be provided with at least two (2) two (2) inch vent hub connections.

Top of basin shall be provided with iron bar gate.

Two 2-inch vent stacks must be connected with the air chamber and must be extended outside of the building or through the roof.

One vent pipe should be several feet higher than the other in order to establish a continuous circulation.

MAINHOLE

(f) One (1) 20-inch diameter of top and not less than 30-inch deep double trapped grease trap basin, shall be provided with 7x12 inch hand hole cover in top of grease trap for removing the grease, with 2 inch vent hub connection at top of grease trap.

VENT

(g) Grease trap shall be vented with a 2-inch stack to outlet of grease trap.

EXCESS CAPACITY

(h) When an establishment in which the drainage system is to be installed is of greater than ordinary capacity, in that event, larger or a series of basins should be installed to meet the requirements for said establishment.

The sizes to be determined by the City Department having this in charge.

PUMPS

SUBSECTION 85

PLATFORM

(a) Be it further ordained, that pumps shall be placed in the center of a concrete or cement platform not less than six (6) feet in diameter.

Platform shall be placed six (6) inches above the natural grade line, and be graded up around the same to within two (2) inches of the top of the platform, and in such manner as to run all surface water away from the pump.

WASTE

(b) Pumps shall be provided with concrete or cement gutters or sewer pipe drains which will carry all waste water and discharge same at a point not less than twenty (20) feet distant from the pump.

SEWER, CESSPOOL AND VAULTS

SUBSECTION 86

DRAINAGE BELOW GRADE LEVEL

Be it further ordained that in all buildings in which the whole or part of the house drainage or plumbing system thereof lies below the crown level of the main sewer sewage or house waste shall be lifted by artificial means and discharge into the house sewer.

SUBSECTION 87

SUMP AND RECEIVING TANKS

(a) Be it further ordained, that all subhouse drains shall discharge into a perfectly air tight sump or receiving tank so located as to receive the sewage by gravity, from which sump or receiving tank the sewage shall be lifted and discharged into the house sewer by pumps ejectors, or any equally efficient method.

(b) Such sump shall be either automatically discharged or be of sufficient capacity to receive the sewage for a period of not less than twenty-four (24) hours.

DISCHARGE

(c) Such sump shall be either automatically discharged or be of sufficient capacity to receive the sewage for a period of not less than twenty-four (24) hours.

SUBSECTION 88

SOIL CLOSURES AND SOIL VENTS

Be it further ordained, that the soil or waste pipe, leading to an ejector or other appliance for raising sewage or other waste matter to the street sewer, shall where a water closet or closets are installed, be provided with a soil and vent pipe not less than four (4) inches in diameter, and where fixtures other than water closets are installed, the vent pipe shall be the same diameter as the soil or waste pipe.

SUBSECTION 89

EJECTORS FOR SUBSOIL DRAINAGE

Be it further ordained that when subsoil catch basins are installed below the sewer level, automatic water ejectors provided with a ball float attached to the main water supply shall be used.

Such ejector or any device raising subsoil water shall discharge into sewer.

SUBSECTION 90

MOTORS, COMPRESSORS

(a) Be it further ordained that all motors, air compressors, and air tanks shall be located where they are open for inspection and repair at all times.

AIR TANK

(b) The air tanks shall be so proportioned as to be of equal cubical capacity to the ejectors connected therewith, in which there shall be maintained an air pressure of not less than two (2) pounds for each foot of height the sewage is to be raised.

CESSPOOL OR SEPTIC TANK

SUBSECTION 91

LOCATION

(a) Be it further ordained that where a public sewer is not available, and written authority has been secured from the health officer to construct such cesspool or septic tank, and there is sufficient area for the purpose, a watertight cesspool or septic tank may be used to receive sewage or other domestic wastes, which may be overflowed to a leaching cesspool, providing there is no danger of contaminating a water supply, well, or spring, and the soil is of absorbent character.

Otherwise a tight cesspool only shall be used or sewage treatment works shall be constructed.

WHEN PERMITTED

(b) Tight or leaching cesspools may be used to receive sewage or other domestic wastes only when written permission to that effect has been secured from the health officer, and such permission can be given only when a public sewerage system is not available.

WHEN PROHIBITED

(c) No cesspool for sewage shall be constructed where a sewer is available, nor shall any connections from such cesspool be made with any sewer.

IN EXISTING BUILDINGS

(d) Cesspools now existing in premises accessible to a sewer and cesspools that may hereafter become accessible to a sewer, shall be discontinued, emptied of their contents, cleaned out, and be filled with earth or ashes, and the house sewer shall be disconnected from the old cesspool and be reconnected with the public sewer.

SUBSECTION 92

TIGHT CESSPOOLS: CONSTRUCTION

(A) Be it further ordained that a water tight cesspool for drainage shall not be less than six (6) feet in diameter by ten (10) feet deep in the clear, or equivalent, built of cast iron, vitrified brick eight (8) inches thick laid in Portland cement mortar or Portland cement concrete eight (8) inches thick, and made water tight and maintained so.

LOCATION

(b) No tight cesspool shall be placed within two (2) feet of any lot line, or Twenty (20) feet of any building or cistern or thirty (30) feet of any well, spring, or other source of water supply used for drinking or culinary purposes.

VENTS

(c) Tight cesspools shall be vented with four (4) inch vent pipes extending not less than ten (10) feet above the ground, and not less than twenty (20) feet from any window, door, or other openings in buildings used for human habitation.

SUB-SECTION 93

LEACHING CESSPOOLS: CONSTRUCTION

(a) Be it further ordained, That a leaching cesspool shall not be less than the di-

mensions of the water-tight cess-pool, lined with brick or stone, with out mortar.

LOCATION

(b) No leaching cesspool shall be placed within one hundred (100) feet of any dwelling or water-tight cistern, or within three hundred (300) feet of the source of any water supply.

SUB-SECTION 94

RING AND COVER FOR CESSPOOLS

Be it further ordained, That tight and leaching cesspools shall be provided with twenty (20) inch cast iron rings and covers.

SUB-SECTION 95

PIPING FOR CESSPOOL

Be it further ordained, That the inlet and outlet of the tight cesspool shall be submerged at least one (1) foot below the flow line, and shall be of the same size as the house sewer.

The piping between the tight and leaching cesspool may be either of vitrified sewer pipe or cast iron.

There shall be no outlet from a tight cesspool except to a leaching cesspool.

USE OF PRIVY VAULTS

SUB-SECTION 96

WHERE PERMITTED

(a) Be it further ordained, That privy vaults may be constructed only on premises where water and sewers are not available, and after written permission has been obtained from the Health Officer.

WHERE PROHIBITED

(b) Privy vaults shall not be constructed where a sewerage system is available, nor on any lot where, in cleaning, the night soil will have to be carried through any building of human habitation, nor shall any old vault be connected to a sewer.

IN EXISTING BUILDINGS

(c) Vaults, now existing in premises accessible to sewer, shall be cleaned to the bottom and filled with ashes or earth.

VAULTS

SUB-SECTION 97

LOCATION

(a) Be it further ordained, That no vault, manure pit, open top cesspool, septic tank, or other reservoir which is used as a privy or receptacle for human or animal excreta, shall be located within two (2) feet of any building lot or alley line, or twenty (20) feet of any street line or any building of human habitation or occupancy, or within fifty (50) feet of any cistern, well, spring, or other source of water supply used for drinking or culinary purposes, whether they are located on the same or an adjoining lot, or premises.

EXCEPTION

(b) No privy vault shall be located within fifty (50) feet of any school building.

CONSTRUCTION

(c) All vaults, pits, or other open top reservoirs described in Article "a" of this Section shall be of either brick or concrete.

Vaults shall be made tight and their walls continued twelve (12) inches above the ground surface to prevent surface drainage.

No retentive cement shall be used.

BRICKS

(d) The walls of such vaults, if made of brick, shall be of hard burned sewer brick, not less than eight (8) inches thick, laid in Portland cement mortar and the walls plastered outside and inside with a half ($\frac{1}{2}$) inch coat of portland cement mortar, in proportion of one (1) part of portland cement and two (2) parts of clean, sharp sand.

After this coating is put on, it shall be given one (1) coat wash of Liquid Portland cement. The bottom shall be at least three (3) bricks courses laid in cement mortar, or Portland cement concrete mortar eight (8) inches thick.

CONCRETE

(e) When Portland cement concrete is used to construct vaults, the walls shall be at least six (6) inches thick, laid to a form, and the concrete shall be made of one (1) part of live Portland cement, two and one-half ($2\frac{1}{2}$) parts clean, sharp sand, five (5) parts gravel or crushed stone, free from dust and of sizes between one-quarter ($\frac{1}{4}$) and one and one-half ($1\frac{1}{2}$) inches in largest diameter, and shall be plastered and grouted inside and out as prescribed above for brick construction.

CONNECTION TO OUTHUSE

(f) If the vaults is used in connection with an outhouse, the vault shall be of such a shape and size as not to extend under any portion of the floor of the said outhouse, but only under the space occupied by the seats. Any portion of the vault extending beyond the walls of the outhouse shall be covered by a four (4) inch brick arch, four (4) inch stone flagging, reinforced concrete slab, or cast iron.

CLEAN-OUT DOORS

(g) Vaults shall be provided with a clean-out extension not less than two (2) by one and one-half ($1\frac{1}{2}$) feet in size, connecting directly with the vault. Clean-out openings shall be provided with a trap door the full size of the clean-out. Clean-out extension shall extend at least one (1) foot above the grade line.

OUTHOUSES

SUB-SECTION 98

CONSTRUCTION

(a) Be it further ordained, That over each privy vault, which shall receive nothing but human excreta, there shall be placed outhouse constructed as prescribed herein and in Sub-Section 101.

SEATS

(b) The seats shall be provided with self-closing, tight fitting covers, and the space underneath shall be ventilated by a vent pipe or box extending upward, through, and three (3) feet above the roof.

Such vent pipe shall be at least six (6) inches square for every square yard or part thereof of vault surface.

FLOOR

(c) Floors of outhouses shall be made tight.

SEPARATE FOR DIFFERENT SEXES

(d) Where outhouses are provided for the different sexes, if located within forty (40) feet of each other, the walks or approaches thereto shall be separated by a tight fence, at least seven (7) feet high, but in no case shall such outhouses be located within ten feet of each other.

TOILET ROOMS

SUB-SECTION 99

FLOORS AND BASE

(a) Be it further ordained, That all floors, in toilet rooms, lavatories, water closet compartments, or any other enclosure where plumbing fixtures are used within the building, shall be waterproof material, viz:

Asphalt, glass, marble, Portland cement, vitrified or glazed tile, terrazzo or monolithic composition.

Base shall not be less than six (6) inches high and shall have a sanitary cove at the floor level.

EXCEPTION

(b) In apartments, flats, tenements and dwellings where a toilet room is provided for each family, fixtures may be set directly on a wood floor.

SUB SECTION 100

SOUND PROOF PARTITIONS

Be it further ordained, That where toilet rooms for males and females are adjacent to each other, they shall be separated by sound proof partitions extending to the ceiling, and the entrances shall be screened, and the traveling distance between them shall not be less than (20) twenty feet.

SUB SECTION 101

WALLS AND CEILINGS

(a) Be it further ordained, That in all buildings the outside partition of any water closet or urinal apartment shall be solid and extend to the ceiling or be independently ceiled over.

When necessary to light such apartments the upper part of the partitions of such apartments shall be provided with translucent glass and interior partitions of such apartments shall be dwarf partitions.

HEIGHT OF ROOM

(b) No room containing water closets or urinals shall be less than seven (7) feet high.

URINAL STALLS

(c) All urinals, urinal troughs, or gutters wherever used in Grade A school houses, shall be divided into stalls not less than eighteen (18) inches wide by partitions not less than four feet six inches (4 feet, 6 inches) high, measuring from floor line, and nine (9) inches or more wide, raised not less than one (1) foot above the floor.

SEWAGE TREATMENT WORKS

SUB SECTION 102

INDIANA STATE REQUIREMENTS

Be it further ordained, That sewage treatment works shall be constructed only after the site has been inspected and the site, plan and specifications for the construction of the same have been approved by the Indiana State Board of Health.

No such works shall be used to receive sewage or other domestic wastes until after the construction and equipment of the same have been complete in accordance with the plans approved by the Indiana State Board of Health.

WATER SUPPLY REGULATIONS

SUB SECTION 103

REGULATION

Be it further ordained, That the general regulations prescribed in Sub Sections 103 and 104 shall apply also to water supply piping.

SUB SECTION 104

SUPPLY PIPES: MATERIAL

(a) Be it further ordained, That all water supply pipes leading from the Water Department stop shall be of cast iron, lead, or brass of proper quality, strength and size, subject to the approval of the Inspector.

SIZES: MAIN SUPPLY

(b) No main supply or service pipe shall be less than three-quarter (3/4) inch in diameter for any building.

FIXTURE SUPPLIES

(c) No water pipe supplies less than one-half (1/2) inch diameter shall be run to any fixture except short connections to lavatories or other small fixtures.

Where there is more than one (1) bath room, hot and cold water supplies shall be not less than five-eighths (5/8) inch strong lead with not less than one-half (1/2) inch branches to the various fixtures.

AMOUNT OF WATER REQUIRED

(d) For the amount of the water required for water closets, urinals, and similar fixtures see Sub Section 79.

JOINTS

(e) All joints shall be made water tight, and joints in wrought iron or brass pipe must be made by standard threads and proper fittings, and on lead pipe and where lead and iron or brass are joined by plumbers wiped joints, in the former case using brass thimbles at the junction.

No cup joints will be allowed.

REAMING

(f) All pipe having turns or other projections that would reduce the effective area of the pipe, shall be reamed.

SUB SECTION 105

COCKS

ON MAIN SUPPLY

Be it further ordained That there shall be a stop cock or valve on every main supply just after it enters the building.

Service line, one (1) inch and larger to have stop valve on house side.

INSTALLATION OF PIPESSUB SECTION 106SUPPORTS

Be it further ordained, That all pipe shall be properly supported and tayed.

Hot water- pipes shall be run and supported to allow for expansion and contraction.

INSPECTION AND TESTSSUB SECTION 107INSPECTIONS

Be it further ordained, That all work covered by this part shall be inspected by the plumbing Inspector.

No part of any plumbing or drainage system or any water supply system shall be covered until it has been inspected, or tested, or both, and approved, and no system except a water supply system, shall be used until it is finally tested and approved.

TESTING PIPESSUB SECTION 108NATURE OF TESTS

Be it further ordained, That all piping of a drainage or plumbing system shall be tested by the plumber in charge, with water, smoke or peppermint test for drainage, and water or air for water lines, in the presence of the Inspector.

MATERIAL AND ORDER OF TESTSSUB SECTION 109MATERIAL

(a) Be it further ordained, That the material and labor for all test shall be furnished by the plumber.

ORDER

(b) The tests shall be made at general building conditions and progress of construction warrant, and it shall be the duty of the Plumbing Inspector to make necessary inspections or tests at intervals during the construction of the building when called upon to do so.

SUB SECTION 110HOUSE DRAINS

(a) Be it further ordained, That the house drain shall be tested with water, smoke, or peppermint test.

WATER TEST

The water test shall have a ten (10) foot head of water, and the smoke and peppermint test a five (5) pound pressure.

ALTERATIONS

(b) All alterations, repairs or extensions which shall include more than ten (10) feet, shall be inspected and tested.

SUB SECTION 111STABLE, GARAGE AND YARD DRAINS

Be it further ordained, that for a yard drain and for a stable, garage or any part of a stable the same inspection of the plumbing and drainage system the roof shall be made as in the case of an ordinary dwelling.

SUB SECTION 112CONDUCTOR PIPES

Be it further Ordained, That conductor pipes and their roof connections within the walls of buildings, or conductor branches on the outside system where such branches connect with the sewer and are less than three (3) feet from the wall of the building, shall be tested by the water test.

Conductor branches on the outside system may be tested in the same manner as in Sub Section 110.

SUB SECTION 113FIXTURES: FINAL TEST

Be it further ordained, that when a plumbing or drainage system is completed and the water is turned on and the traps filled, it shall be inspected and tested.

When the location of any fixture is changed it shall be inspected and tested.

SUB SECTION 114WATER AND PEPPERMINT TEST

(a) Be it further ordained, That soil, waste and vent, and inside conductor pipe stacks, and all work known as "rough work" between the house drain connections to points above the finished floor and beyond the finished face of walls and partitions shall be tested with the water peppermint or smoke test when the whole stack is complete and trapped out above the roof.

APPLICATION OF WATER TEST

(b) The water test shall be applied by closing the opening at the outlet and of the house drain and all openings in the piping, with proper testing plugs, to the highest opening above the roof, and completely filling the system with water, this shall be acceptable when the pressure on the drainage line will not exceed a 50 foot head, the water columns to be left standing at least fifteen (15) minutes.

If the water level remains constant such time, the system will have been acceptably tested.

(c) When water is not available or where there is danger of freezing the peppermint or smoke test may be used with a pressure of five (5) pounds, using an open mercury gauge with ten (10) inches of mercury, or a properly tested recording gauge.

SUB SECTION 115DEFECTIVE WORK

Be it further ordained, That if inspection or tests show defects, the defective work or material shall be replaced or corrected within five (5) days and the test again applied.

In all cases the Inspector shall designate the points at which the pressure shall be received or drawn off.

SUB SECTION 116REPAIRS

Be it further ordained, That tests shall not be required after the repairing or replacing of any old fixture fitting, faucet or valve by a new one, to be used for the same purpose; forcing out stoppage, repairing leaks, or relieving frozen pipes and fittings, but such repairs or alterations shall not be construed to include cases where new vertical or

horizontal lines of soil, waste, vent or interior leader or conductor pipes are used or their relative locations changed, provided that, in a building concerned by the Inspector because of unsanitary conditions of the house drainage or plumbing shall be considered as coming under the head of repairs but all such house drainage or plumbing shall be installed as prescribed for new buildings.

SUB SECTION 117 TESTS NOT REQUIRED

Be it further ordained That no tests or inspection shall be required where a house drain- and plumbing system, or part thereof, is set up for exhibition purposes.

DEFINITIONS

SUB SECTION 118

TERMS

(a) Be it further ordained, that for the purpose of this code the following terms shall be defined as stated:

BACK VENT PIPE

A back vent pipe is that part of a vent pipe line which connects directly with an individual trap underneath or back of the fixture, and extends either to the branch, main soil, or waste vent.

CONDUCTORS

(b) Conductors, roof leaders, or downspouts are conveyors which carry the storm or rain water from the roofs of buildings to the house or yard drain or to the gutter.

The term downspout is usually applied to the vertical portion.

DRAINS--HOUSE DRAIN

(c) A house drain is that part of the horizontal piping of a house drainage system which receives the discharge of all soil, waste, and other drainage pipes inside the walls of any building and conveys the same to the house sewer, three (3) feet outside the foundation wall of such building.

MAIN DRAIN--Same as HOUSE DRAIN.

HOUSE SEWER

(d) House sewer or main drain is that part of the horizontal piping beginning three (3) feet from the foundation wall to its connection with the main sewer or cesspool.

INSPECTOR

(e) The plumbing inspector or any of his authorized deputies or assistants.

PLUMBING INSPECTOR

The head of the Bureau of Plumbing.

LEADERS

(f) Leaders same as Conductors.

LOCAL VENTS

(g) Local Vents--See Vent Pipe.

PLUMBING WORK

(h) Plumbers work shall include all piping in a building upon which tests are required and shall include the house drain, soil and waste stacks, water supply pipes, conductors and roof leaders.

SEAL OF A TRAP

(i) Depth of seal of a trap is the height of the water column measured between the points of overflow and the dip or division level separating the inlet and outlet arms of the trap.

SOIL PIPE

(j) A soil pipe is any pipe which conveys the discharge of water closets with or without fixtures, to the house drain.

SOIL VENT

(k) Soil Vent--See Vent Pipe.

SUBSOIL DRAINS

(l) Subsoil Drains--See Drains.

TRAP

(m) Trap is a fitting so constructed as to prevent the passage of air or gas through a pipe without materially affecting the flow of sewage or waste water therein.

VENT PIPE

(n) A vent pipe is any pipe provided to ventilate a drainage and plumbing system of piping and to prevent syphonage and back pressure.

LOCAL VENT

(o) Local or surface vent is a pipe by which the foul air in bowls or water closets or other plumbing fixtures is removed.

SOIL OR WASTE VENT

(p) Soil or waste vent is that part of the main soil or waste pipe above the highest installed branch or fixture connection, extending through roof.

WASTE PIPE

(q) The waste pipe is any pipe which receives the discharge of any fixture except water closets, and conveys the same to the soil pipe or house drain.

WASTE VENT

(r) Waste Vent--See Vent Pipe.

GAS, VAPOR AND OIL, FITTINGS AND EQUIPMENT

SUB SECTION 119

SCOPE OF THIS PART

Be it further ordained, That this part shall apply to and include the erection, construction alteration or repair of new piping and equipment in or for any building or structure, through which is conveyed or intended to be conveyed, gas, vapor, or oil for power, heating, mercantile, storage or illuminating purposes including the connection therewith of all fixtures for lighting or burning.

SUBS. CHIEF 120

ENFORCEMENT AND PROPER AUTHORITY

Be it further ordained, That it shall be the duty of the Chief Inspector through the Plumbing Inspector and his authorized deputies, to enforce all of the provisions of this Code except where expressly provided that the Chief of the Division of Fire shall enforce such provisions.

INTERPRET AND PURPOSE

If a condition exists or arises which, in the opinion of the Chief Inspector, meets the intent and purpose of the various provisions of this Code but does not conform to the exact requirements, he may, at his discretion, accept and permit such a condition as conforming to this code.

SUB SECTION 121INSPECTION BY OTHERS

Be it further ordained, that the Chief Inspector shall, upon application by any reputable firm that is to supply gas, vapor or oil, appoint one or more of their employes as an inspector, giving him all the rights and privileges of any other inspector and hold him responsible for all the acts of this Code.

GAS FITTINGSUB SECTION 122MATERIAL FOR PIPES

(a) Be it further ordained, that all pipe shall be of the best quality of wrought iron or steel pipe, except gas service lines shall be galvanized pipe.

(b) Joints should be made up with white lead or other approved pipe compound preferable applied to the male threads.

OLD PIPE

(c) No second hand pipe shall be used, except that when a building is under going reconstruction or repairs such as old gas pipes is taken out and found to be in good condition, may be rerun in that building.

FIXTURE AND TUBING MATERIALS

(d) When brass pipe is used on the outside of plastering or woodwork, it shall be classed as fixture tubing.

All brass tubing used for arms and stems of fixtures shall be at least number eighteen (18) standard gauge and full size outside, so as to cut a full thread.

JOINTS

(e) All threads on brass pipe shall be screwed in at least five-sixteenths (5-16) of an inch.

All rope of square tubing shall be brazed or soldered into fittings and distributors, or have a nipple brazed into the tubing.

SUB SECTION 123PIPE FITTINGS

Be it further ordained That all fittings, except stop cocks and valves, shall be of malleable iron.

All bends or angles in pipes shall be made with fittings, and the bending of pipe is prohibited.

All gas fittings such as cocks, couple centers, nozzles, etc., shall be of heavy brass or cast iron.

SUB SECTION 124SIZES OF PIPE

Be it further ordained that all sizes of pipe prescribed in this part are the standard sizes for such pipe, and refer to the inside diameter.

All pipe shall be free from obstructions and of a uniform bore throughout their length, and shall be reamed at the ends where burrs could otherwise reduce their effective area.

FOR ILLUMINATION

(a) The sizes of gas pipe for illuminating purposes shall not be less, nor the length greater for the number of burners stated than enumerated in the following table, except that if the number of burners is not more than half the stated maximum, the length of run may be increased one-half (1/2).

Size of Pipe	Greatest Lgth. Allowed	Greatest No. of Burners
3/8 inch.....	10 feet	2
1/2 inch.....	30 feet	6
3/4 inch.....	60 feet	20
1 inch.....	80 feet	35
1 1/2 inches.....	120 feet	60
1 3/4 inches.....	160 feet	100
2 inches.....	200 feet	200
2 1/2 inches.....	300 feet	300
3 inches.....	400 feet	450
4 inches.....	600 feet	750

The word burners, as here used, means any outlet consuming not less than six (6) or more than ten (10) cubic feet of gas per hour.

No riser from a meter shall be less than three-quarter (3/4) inch pipe and no branch pipe shall be less than a three-eighths (3/8) inch pipe.

FOR HEATING

(b) The schedule for heating pipes shall be used as follows:

CUTLETS

An outlet for a gaslog or grate shall be counted as equivalent to not less than (6) burners

A gas range as equivalent to not less than (8) burners

All other outlets shall be properly proportioned according to the schedule for pipes for illuminating purposes upon the basis of one burner consuming not more than eight (8) cubic feet of gas per hour.

FOR AUTOMATIC WATER HEATERS

(c) The sizes of gas supply pipes to automatic instantaneous gas water heaters shall not be less than the following:

Rated Capacity of Heater	Size of Pipe
2 gallons per minute.....	1 inch
3 gallons per minute.....	1 1/4 inch
4 gallons per minute.....	1 1/2 inch
5 to 8 gallons per minute.....	2 inch

FOR GAS ENGINES

(d) The size of gas supply pipes to gas engines shall not be less than the following for the lengths given:

Horse Power	Feet per Hour	Size in Inches	Length in Ft.
1 to 3	120 to ...	1 1/4	70
4 to 6	160 to 240	1 1/2	100
7 to 10	280 to 400	1 3/4	150
11 to 20	440 to 800	2	200
	840 to 1080	2 1/4	300

SUB SECTION 125WEIGHT OF PIPE

Be it further ordained, That gas pipe, arms, and stems of fixtures shall be of the kind classed as the standard pipe, and shall weigh not less than the following:

Size of Pipe in Inches	Pounds per foot
3/8	.56
1/2	.85
3/4	1.12
1	1.67
1 1/4	2.24
1 1/2	2.68
2	3.61
2 1/2	5.74
3	7.54
4	10.66

SUB-SECTION 126STOP COCKS

(a) Be it further ordained, That all stop cocks shall be so placed to be readily accessible.

(b) Every gas main or service two (2) inches or over in size supplying a building in the PRIMARY AND SECONDARY FIRE LIMITS shall be provided with a full way cock of pattern approved by the Chief Inspector.

STOP COCKS BOX

(c) Every outside stop cock shall be provided with an extension stop cock box, extending to the surface of the sidewalk or parking, and the said stop cock shall have the work gas cast upon the cover.

LOCATION

(d) In every case where a stop cock is placed between the curb and the building line, it shall be located opposite to the building which it serves.

In alleys the stop cock boxes shall be placed outside of, and as close as possible, to lot line and the building served.

In no case shall the top of any part of the stop cock box extend above the surface of the sidewalk or parking.

PROHIBITED LOCATION

(e) No outside stop cock shall be located in a vault or other inaccessible location.

INSIDE FULLWAY COCK

(f) Every gas main supplying buildings included in this code shall be provided with a heavy main fullway cock, as close to the inside of the foundation wall as practicable, and in cases where there are two or more meters or systems supplied from the one service pipe, there shall be an additional straightway cock at the inlet side of each meter, or on each branch to a separate system.

GATE VALVES

(g) Brass seated gate valves shall be used for service pipes of a greater diameter than two inches.

AUTOMATIC STOP COCKS

(h) Nothing in this code is meant to prohibit the use of automatic stop cocks.

Automatic stop cocks, if used, shall be of such design, construction and mechanism as to meet with the approval of the Chief Inspector.

Automatic stop cocks shall be provided with a device which will operate at a temperature of from one hundred and sixty (160) to one hundred and sixty-five (165) degrees Fahrenheit.

Automatic stop cocks shall also be operated manually, either at the cocks or by proper extensions extending to an open vestibule or beyond the exterior walls of the building.

SUB SECTION 127SERVICE PIPES

(a) Be it further ordained That in all cases of new installation, or rebuilding shall have an independent gas service of a size as hereinafter prescribed.

THROUGH MASONRY WALLS

(b) Where a main runs through a masonry foundation wall, the same shall be thoroughly cemented into the wall.

BY PASS CONNECTIONS

(c) Where two or more different kinds of gases or vapors or both gas and vapor are supplied to the same building, and the building is so designed as to be supplied with more than one kind of gas or vapor, or by both gas and vapor, no rigid or permanent by pass connections shall be made between the different systems; but swinging arm connections may be installed, providing that at no time shall pipes supplying more than one kind of gas or vapor, or both gas and vapor, be connected to the same piping system.

GAS AND OIL

(d) This section shall also apply when gas or vapor and oil is used.

GAS AND AIR

(e) Where gas and air are both used, a pressure check valve shall be supplied so as to keep air from getting into gas line.

PROHIBITED LOCATION

(f) No service pipe shall be run exposed through any open area or directly under any opening, door or cover of any covered area.

GAS METERSSUB SECTION 128CONNECTIONS

(a) Be it further ordained that solid or other approved meter connections shall be used in all cases.

LOCATION

(b) Meters placed in cellars shall be set on an outside wall, wherever practicable, at least four (4) feet above the floor level, except where meters are large and heavy, in which case they may be set on the floor.

FREE ACCESS

(c) Meters shall be so located to have an unobstructed passage leading thereto so as not to be exposed to frost or dampness, and so as not to be liable to injury from any other cause.

(d) All meters shall be located at the read of service.

PROHIBITED PLACES

(e) Meters shall not be located in coal bins or inaccessible places.

LOCATION AND SETTING OF PIPES

SUB-SECTION 129

LOCATION INSIDE PARTITIONS

(a) Be it further ordained, That any gas pipe laid in damp places should be properly dripped or graded and nothing but galvanized pipe shall be used in these places.

SUPPORT

(b) No pipe shall be laid so as to support any weight except lighting fixtures, or to be subjected to any strain whatever.

All pipe shall be properly laid and fastened to prevent its becoming trapped.

All suspended pipe shall be supported and stayed with pipe hooks, straps and screws or otherwise in a manner satisfactory to the chief inspector.

All pipes shall be laid, where practicable, above timbers or beams, and not beneath them.

CUTTING TIMBERS

(c) Wooden beams or joists shall not be cut or bored when the cut is deeper, or the center of the bore is below one-fifth (1-5) of the beam depth below the top, nor at a point beyond one (1) foot from the ends.

GRADE OF PIPES

(d) All pipes shall be properly graded and sloped toward the riser and meter.

A bracket outlet shall be run as a riser and not as a drop wherever practicable.

OUTLET SETTING

(e) All outlets shall be set plumb and securely fastened, and they shall be left capped until the fixtures are connected.

PROJECTION: BEYOND PLASTER

(f) outlets shall not project more than three-quarters (3/4) of an inch beyond plastered ceilings, centerpieces, or walls.

OUTLET FOR STOVE, ETC.

(g) Outlets for gas stoves, heaters, or gas logs shall not be less than three (3) inches above the floor, and two (2) inches in the clear from the baseboard.

LOCATION

(h) No outlet shall be located under or near any tank containing inflammable oils, back of any door, or within one (1) foot of any door or window casing.

SEPARATE METERS FOR PUBLIC PARTS

(i) Outlets for vestibules, public halls, stairways, basements, or other public parts of buildings, where the different suites, apartments, or rooms are separately metered, shall be taken from a meter arranged to supply such outlets independently from the meters for the various suites, apartments or rooms.

GAS ENGINES

SUB-SECTION 130

GAS ENGINES; CONNECTION

(a) Be it further ordained, That gas engines shall be connected to separate service pipes from which no gas for illuminating or heating purposes is used.

EXHAUST

THE EXHAUST PIPES SHALL BE RUN THROUGH AND above the roof or may be run through fireproof walls if more than ten (10) feet from any other buildings, and shall not come in contact with woodwork unless the same be properly protected.

GAS WATER HEATER OR HEATERS

RESTRICTIONS

(b) No gas water heater or heaters of any description shall be installed in bathrooms or other confined spaces whether connected with or without smoke pipe extension to a flue.

MIXING VALVE

The shuttle on the mixing valve shall be so constructed as to prevent the possibility of disarrangement, due to carelessness or expansion or contraction; at the same time it shall be accessible and easily controlled.

Location

No heater shall be set closer to any combustible floor than one foot six inches (1 foot 6 inches), measuring from the top of the burners.

INSTANTANEOUS GAS WATER HEATERS.

(c) All instantaneous gas heaters automatically controlled by pressure valve and thermostat, shall conform to the general requirements of article "b" of this Section, except that they may be set on a sheet metal mat or pan, or on an incombustible floor.

Heaters of this type shall be provided with separate supply pipes from the meter.

GAS LIGHTING FIXTURES

LIGHTING BRACKETS

(e) No swinging or folding lighting brackets shall be used, and the length of stiff brackets shall not be less than five (5) inches, measuring from the burner to the plastered surface or woodwork.

WIRE GUARDS

Lighting brackets, placed near window curtains or similar combustible materials, shall be guarded by globes or wire cages.

BURNERS

All burners less than three (3) feet from overhead woodwork shall be protected by shields of approved material.

HOSE CONNECTIONS

SUB-SECTION 131

CONNECTIONS PROHIBITED

(a) Be it further ordained, That no slip and hose connections shall be used for conducting gas.

FLEXIBLE TUBING

All flexible tubing used in gas burning, connecting fixtures and appliances shall be approved by the American Gas Association.

TUBING

(b) Gas-tubing as offered for sale to the general public shall be made up in suitable lengths with end-pieces already securely attached.

Manufacturers of gas-tubing and rubber end-pieces are not permitted to sell their

products separately.

All gas-tubing shall be made up of a strong gas-tight metal core with rubber packing and covered with a layer of good quality rubber and a braided cloth covering.

Such layers of rubber to be put on over the metal core in such a way that it will of itself form a gas-tight wall.

METAL TUBING PROHIBITED

(c) The use or sale of bare metal tubing, commonly called "metal tubing," depending for its tightness on a thread-like rubber, or similar packing, will not under any condition be permitted.

METAL HELIX

(d) When a metal helix is used in the construction of gas-tubing it shall be of one continuous length without splices or other joints.

TEST FOR LEAKAGE

(e) Retail Dealers must carefully examine and test for leakage, each piece of gas-tubing just before it is sold to the customer.

SUB-SECTION 132

REMODELING OLD BUILDINGS

Be it further ordained, That when for any reason, in remodeling old buildings, it is impractical to comply strictly with these regulations, the inspector shall have the power to modify their provisions so that the spirit and substance thereof shall be complied with.

EXTENSIONS

SUB-SECTION 133

TO OTHER BUILDINGS

(a) Be it further ordained, That nothing in this Code shall be meant to prohibit the extension of a gas pipe from a building located on the front portion of a lot, to a stable, workshop, or building of a similar character located on the rear of the said lot, if there is no main in the rear alley or street, and both buildings are located on the same lot and are owned, occupied or used by the same owner.

SEPARATE METERS

If Separate meters are used, both meters shall be placed in the front building with separate piping to each building.

PIPE EXTENSIONS

(b) Extensions shall conform in size to the table in Sub Section 124 and shall be made of the same size of pipe as the main line, and shall be made from the main line.

CUTTING OF PIPE

(c) When necessary to cut out pipe or installations for repairs, pipe shall again be put together in a tight and workmanlike manner.

SUB SECTION 134

REPAIRS WHEN NECESSARY

Be it further ordained that the chief Inspector shall promptly condemn and order the removal, reconstruction or repair of any existing system of gas piping, or portion thereof which in his opinion is dangerous to life and property, and such existing system shall be immediately removed, reconstructed or repaired as ordered.

SUB SECTION 135

INSPECTION OF NEW AND REBUILT

(a) Be it further ordained, that each and every new or remodeled system of gas piping in any building or structure shall be inspected and tested by the Chief Inspector, or an inspector approved by him, as provided in Sub Section 121, from the outside stop cock box.

CONCEALED WORK

(b) When any work is to be covered or concealed there shall be two tests, one when roughing in is completed, and the other the final test.

No work shall be covered or concealed until approved by an inspector.

All material for the inspection shall be furnished by the gas fitter.

INITIAL TEST

(c) All outlets shall be capped with iron caps and the system shall be tested with air to a pressure equal to a column of mercury six (6) inches high in a mercury gauge, and for such lengths of time as the Inspector shall determine.

FINAL TEST

(d) Final test shall be made when all fixtures and pipes are connected and completed, and such test shall be equal to a pressure of at least two (2) inches of mercury for five (5) minutes.

LIQUIDS PROHIBITED

(e) In no case shall a gas pipe be filled with water, acid, or other liquid to test or to tighten leaks.

Where water, acid or other liquids are found, the whole line of pipe shall be condemned, and such liquids shall be removed by the gas fitter by such method as the Inspector shall direct, and no system shall be used until in the opinion of the Inspector all liquids have been removed.

SUBSECTION 136

Certificate

Be it further ordained, That no new or remodeled piping system shall be used in any building until the piping and fixtures have been tested and approved by the Inspector.

SUB SECTION 137

CONSTRUCTION AND INSTALLATION

Be it further ordained, that all gasoling vapor, gas lighting machines, lamps and systems shall be constructed and installed in accordance with the rules and requirements of the National Board of Fire Underwriters.

ACETYLENE GAS MACHINES AND SYSTEMS

SUB SECTION 138

CONSTRUCTION AND INSTALLATION

Be it further ordained, that all acetylene gas machines, pipes, generators and systems shall be constructed and installed in accordance with the rules and requirements of the National Board of Fire Underwriters.

INDIVIDUAL OIL BURNING EQUIPMENT FOR DOMESTIC PURPOSES

SUB SECTION 139

CONSTRUCTION AND INSTALLATION

Be it further ordained, that all individual oil burning equipment for other than household purposes, shall be constructed and installed in accordance with the rules and requirements of the National Board of Fire Underwriters.

SUB SECTION 140

EXIT LIGHTS

(a) Be it further ordained that the Chief Inspector shall have the authority to order gas exit lights in any theater, moving picture house, assembly hall, or any other place where the safety of the public or the laws in force provided for electric lights.

RESERVE PURPOSE

(b) The purpose of this section being to provide a reserve or duplicate exit notice in case there should be any thing occur that would prevent the electric lights from operating.

SUB SECTION 141

GAS SERVICE CONNECTIONS

INSTALLATION OF INTERIOR MAIN

(a) Be it further ordained, that each and every new gas service or pipe connection between the mains of the Gas Company and the meter located in consumer's residence or place of business shall be constructed and laid by the Gas Company, this shall be done to avoid possible interference with proper drainage to main, or for fear of main, proper size to supply demand of gas appliances that will be used.

(b) Reduce number of joints to minimum and furnish proper protection to mains in event laid through ground having cinders or ashes.

INDIANA PUBLIC SERVICE COMMISSION

RULING ON MAINTENANCE

(c) As provided for in the ruling of the Indiana Public Service Commission that all gas services or connections from main after one laid shall be maintained there after and kept in repair and condition by the Gas Company, at its own expense.

Such work shall be hereafter done exclusively by the Gas Company at reasonable prices.

REGULATIONS GOVERNING THE USE OF OIL BURNING EQUIPMENT AND FOR THE STORAGE OF OIL FUELS USED IN CONNECTION THEREWITH

SECTION 259

Be it further ordained that the following regulations shall apply to the construction, installation, operation and maintenance of Liquid Fuel Burning apparatus installed within the corporate limits of the City of Fort Wayne.

REGULATIONS FOR DOMESTIC INSTALLATIONS

SUB SECTION 1

NO EXPERT ATTENDANT

Be it further ordained, that the following regulations relate particularly to installations where no expert attendant is constantly on the premises. "Attendant" is defined as follows:

ATTENDANT

DEFINED

A "non-expert attendant" may be the owner of the premises, or a member of his or her family or some one delegated to attend to the installations.

INDUSTRIAL WICK

The following regulations do not apply to industrial oil burning apparatus nor to devices employing a wick.

CONSIDERATION GIVEN

In these regulations, consideration is given to the following:

SAFEGUARDING probable sources from which the abnormal discharge of liquid may occur in or about the burner.

OPERATION

(1) Reliability of the operation of the safety devices.

INSTALLATION

(c) Arrangement of the installation to minimize the possibility of tampering by unauthorized persons.

(d) Reliability of the ignition system.

REGULATIONS APPLICABLE

SUB SECTION 2

PRESENT AND SUBSEQUENT

The following regulations shall apply to those devices now in use as well as to those installed subsequent to the passage of this Code.

SUB SECTION 3

PERMIT

It shall be required that present users of Liquid Fuel Burning Apparatus as well as those making subsequent installations of such equipment shall secure from the Chief of the Fire Department through the Building Commissioner, a permit to install and use said apparatus.

SUB SECTION 4

PLANS SUBMITTED

Before Oil Burning Equipments are installed, or existing equipment modified to meet the regulations of this Code plans for said installation, or descriptive matter relating to the apparatus, shall be submitted to the Chief of the Fire Department through the Building Commissioner for approval, and the issuance of necessary permit.

SUB SECTION 5

INSURANCE POLICY

While not compulsory, it is advised that users of Liquid Fuel Burning apparatus apply to the regular agent of the Fire Insurance Company or Companies carrying the risk, for a Fuel Oil Permit, to be attached to the user's policy.

FUEL OIL

SUB SECTION 6

DEFINEL

Fuel oil used under these regulations shall be a towered distilled oil, having a flash point of not less than 100 degrees Fahrenheit closed cup.

SUB SECTION 7

FLASH POINT

In determining the flash point, either the Elliot, Abel, Abel-Pensky or -as Closed Testors

shall be used, but the Jar Closed Tester (standardized by the United States Bureau of Standards) shall be authoritative in case of dispute.

In such cases the tests shall be made in accordance with the methods of tests as adopted by the American Society for Testing Materials.

OIL BURNING SYSTEM

SUB SECTION 8

DEFINITION

An oil burning system shall consist of all equipment connected to the burner and located within the building, including auxiliary supply tank and provisions for filling, piping, burner, and all accessories.

LOCATION AND CONSTRUCTION OF OUTSIDE STORAGE TANKS

SE. SECTION 9

OUTSIDE UNDERGROUND

Storage tanks shall preferably be located outside underground, except as hereinafter provided for.

CONCRETE TANKS

(a) Concrete tanks may only be used for Liquid Fuels of 30 degrees Beaume and under.

FUEL OIL

As fuel oil of this character requires heating in extreme winter temperature, and is not practicable for most domestic burners, the use of concrete tanks is discouraged.

MATERIAL AND CONSTRUCTION

(b) The material and construction of outside tanks shall be in accordance with the requirements hereinafter set forth.

INSIDE GRAVITY AND PRESSURE TANKS

SUB SECTION 10

AUTOMATIC SAFEGUARDS

(a) Auxiliary supply tanks may be of gravity or pressure type if suitable automatic safeguards to prevent abnormal discharge of oil at the burner are provided.

CAPACITY

No such tank shall have a capacity exceeding two hundred seventy-five (275) gallons.

LOCATION

(b) If located within a building, gravity tank shall not be within five (5) feet, or pressure tank within ten (10) feet, measured horizontally from any fire or flame.

INSTALLATION

(c) Gravity or pressure tank shall be substantially and rigidly installed on incombustible supports in such a manner as to insure protection against mechanical injury.

MAINTAINING PRESSURE

(d) Tanks for systems under pressure shall be designed for six times the maximum working pressure and be tested and proved tight at twice the maximum working pressure: maximum working pressure shall not exceed fifty (50) pounds.

GAUGE AND RELIEF

Pressure tanks shall be provided with a reliable pressure gauge and an automatic relief valve set to discharge outside of the building.

GAUGING DEVICES PROHIBITED

(e) Gauging devices or test wells, and the breakage of which would permit the escape of oil or vapor within the building, shall be prohibited.

PUMPS

SUB SECTION 11

AUTOMATIC HAND

Automatic or hand oil pumps used in filling auxiliary tank from the main storage tank shall be of approved type, secure against leaks with check valves located as close to pump as convenient.

Pumps shall be rigidly fastened in place.

PIPING

SUB SECTION 12

GRADE

(a) Standard, full weight, wrought iron, steel or brass pipe with substantial fittings shall be used.

PROTECTION

All piping shall be carefully protected against mechanical injury in a manner satisfactory to the inspection department having jurisdiction.

EXPANSION

In all piping systems proper allowance shall be made for expansion and contraction, jarring and vibration.

JOINTS

All joints shall be made with litharge or shellac compound.

ELECTRIC WIRES

All piping shall be separated from electric wires not enclosed in approved conduit raceways and armored cable, by some continuous and firmly fixed non-conductor creating a permanent separation, as provided in the National Electrical Code.

TUBING

The use of rubber tubing of any kind is prohibited.

SUPPLY PIPE

(b) Supply pipe shall be not less than one-fourth inch in diameter iron pipe size. When oil is pumped to the burner the return pipes shall be at least the same size.

TANK CONNECTIONS

(c) Pipe connections to tanks shall be suitably reinforced, and proper allowance made for expansion and contraction, jarring and vibration.

MASONRY WALLS

(d) Openings for pipe through masonry walls below the ground level shall be made oil-tight and securely packed with flexible material.

CONNECTIONS

(e) All connections shall be made perfectly tight with well fitted joints.

UNIONS

Unions shall be used at burners to facilitate removal.

All unions shall be of approved type, having conically faced joint, obviating the use of packing or gaskets.

RUN OF PIPES

(f) Piping shall be run as directly as possible and in the case of pumping systems, so laid that if practicable the pipes are pitched back toward the storage tank without traps.

TESTING

(g) Systems under pressure shall be designed for six times the working pressure and installation when complete shall be tested and proven tight at twice the maximum working pressure.

VALVESSUB SECTION 13ACCESSIBLE

(a) Readily accessible valves shall be provided near each burner and also close to the auxiliary tank in the pipe line to burners.

CONTROL--CONSTRUCTION

(b) Control valves shall be of approved type provided with stuffing box of liberal size containing a removable cupped gland designed to compress the packing against the valve stem and arranged so as to facilitate removal.

CLOSE AGAINST SUPPLY

Valve shall be designed to close against the supply, and to prevent withdrawal of stem by continued operation of the handwheel.

PACKING

The use of packing affected by the oil or heat is prohibited.

PILOT LIGHTSUB SECTION 14AUTOMATIC SYSTEM

(a) Automatic system shall be so designed that the pilot flame or spark cannot be entirely extinguished by operation of the automatic control device, unless adequate provision for automatic reignition is made.

HEIGHT--SAFEGUARDED

(b) Pilot lights shall be at sufficient height above the floor of the combustion chamber to be amply safeguarded against any accumulation of waste oil.

ANTI-FLOODING DEVICESSUB SECTION 15CUT OFF

(a) Any fuel oil burning device designed to be operated in the absence of an attendant shall be equipped with an automatic cut off in the oil or power supply line to the burner that will prevent the flooding of the burner in the event the flame is extinguished.

LOCATION

(b) Automatic cut-off features of an oil burning device, which depends upon excess accumulation of the liquid for actuating the mechanism, shall be located outside the furnace ash-pit.

OVERFLOW CUPS

(c) Overflow cups in safety cut-offs or anti-flooding devices shall be constructed of seamless material, and of not less than one, nor more than two quarts capacity.

CONSTRUCTION

The construction shall be such that the tripping or actuation of said cups will not cause overflow oil to be discharged into the room.

SHUT-OFF VALVE

(d) The overflow cup shall be so arranged that when removed the shut-off valve or switch may not be reset until the overflow cup is in proper position.

OVERFLOW PIPE

(e) The overflow pipe conveying unconsumed or condensed liquid fuel to the overflow cup shall be not less than one-half (1/2) inch pipe size in diameter.

AIR DUCTSUB SECTION 16BLOWER TYPE

The air duct or discharge blast pipe on oil burners of the fan or blower type shall be so arranged as to prevent the discharge of liquid fuel through said duct in the event of the flooding of the fire pit.

CONTROL APPARATUSSUB SECTION 17DEVICES PROHIBITED

(a) The use of springs or electrical contacts in control apparatus, the failure of which introduces the possibility of continuous operation of the device is prohibited.

OIL SUPPLY

(b) The opening and closing of the power or oil supply to the burner shall not be actuated by control circuits or devices energized by dry cells, or storage batteries.

GAUGES OR SIGHT FEEDSSUB SECTION 18PROHIBITED

The use of glass gauges or sight feeds in the fuel supply tank or pump, the breakage of which will allow the escape of fuel oil into the room, is strictly prohibited.

FLEXIBLE HOSESUB SECTION 19PROHIBITED

The use of flexible metallic hose having soldered or leaded coupling connections are prohibited.

ELECTRICAL WORKSUB SECTION 20REQUIREMENTS

(a) The general requirements for electrical wiring and installation of electrical devices for Oil Burners shall coincide with the code of the City of Fort Wayne.

WIRING SYSTEMSCONDUIT

(b) This shall consist of rigid or metallic conduit with standard outlet boxes and fittings.

MOTORSDIRECT CONNECTIONS

(c) Motors shall have no exposed live metal parts.

Provisions shall be made for direct connection to the conduit of the supply circuit by use of a box or terminal cover.

CONTACTSPROHIBITION

(d) As set forth in Section 10, the use of electrical contacts in thermostats or other control apparatus, the failure of which introduces the possibility of continuous operation of the device or burner, is prohibited.

MARKINGSUB SECTION 11OIL BURNING DEVICE

Each oil burning device shall be marked with the name and address of the manufacturer, and trade name of the device, as well as the size, type, or style of the device.

This marking shall be at all times easily seen and legible.

INSTRUCTIONSSUB SECTION 12COPIES

Installation and operating instructions shall be required of the manufacturer by the user and should be posted in the vicinity of the burner.

The card should preferably contain the name, address and telephone number of the manufacturer's local agent.

INSTALLATIONSUB SECTION 13QUALIFIED PERSONS

Oil burning equipment shall be installed only by properly qualified mechanics experienced in this kind of work.

It is recommended that equipment be installed by the manufacturer and shall be subject to the approval of the Chief of the Fire Department.

REGULATIONS OF INSTALLATION OF OIL BURNING EQUIPMENTSECTION 14

(a) It is further ordered, that the following regulations relate particularly to installations where an expert attendant is constantly on the premises.

"Attendant" is defined as follows:

DEFINITIONSECTION 15

(b) An "expert attendant" may be an engineer, performing various service about the premises or some one experienced in mechanical contrivances, delegated to attend to the installation.

FUEL OILDEFINITION

(c) Oil-burners in buildings in this class shall be those using only liquid having a flash point above 150 degrees F. Closed circuit type.

Oil-burning equipment shall be operated only when a competent attendant is constantly on the premises.

FLASH POINT

(d) In determining the flash point, either the Ellicott, Abel, Abel-Perkins or Tag Closed Testers shall be used, but the Tag Closed Tester (standardized by the United States Bureau of Standards) shall be authoritative in case of dispute.

TESTS

All tests shall be made in accordance with the method of tests as adopted by the American Society for Testing Materials.

TANKSSECTION 16

(e) Storage tanks should be placed under ground to obtain the greatest measure of safety.

LOCATION

When this cannot be done and tanks are necessarily located within the building, or above ground, such an arrangement is considered more hazardous.

ABOVE GROUND

Above ground storage or supply tanks may be permitted only outside of closely built districts.

JOINTS AND CONNECTIONSSUB SECTION 17CONNECTIONS

All joints shall be riveted and caulked, brazed, welded or made by some equally satisfactory process.

Tanks shall be tight and sufficiently strong to bear without injury the most severe strains to which they may be subjected in practice.

Shells of tanks shall be properly reinforced where connections are made.

CONNECTIONS

ALL connections shall be made through the top of tank above the liquid level.

ROOFINGSUB SECTION 18EXTENSION

All tanks shall be thoroughly coated on the outside with tar, asphaltum or other suitable rust-resisting material, dependent on the condition of soil in which they are placed.

STEEL

Where soil is impregnated with corrosive materials, tanks shall also be made of heavier metal.

VENTING OF TANKSSUB SECTION 19VENT PIPE

(a) An independent, preferably open galvanized iron vent pipe terminating outside of building shall be provided for every outside tank.

The lower end of the vent pipe shall not extend through the top into the tank for a distance of more than one inch.

VENT OPENINGS: SCREENS

(b) Vent openings shall be screened (40-40 non-corrodible wire mesh or its equivalent, preferably cone-shaped), and shall be of sufficient area to permit proper inflow of liquid during the filling operation, and in no case less than $1\frac{1}{2}$ inch in diameter.

Screens shall be accessible for examination and removal.

HOODS--TIGHT CONNECTION--WINDPROOF OPENING

Vent pipes shall be provided with weatherproof hoods, and terminate twelve feet above top of fill-pipe, or, if tight connection is made in filling line, to a point one foot above the level of the top of the highest reservoir from which the tanks may be filled, and preferably not less than three feet, measured horizontally and vertically, from any window or other building opening.

FILLING PIPESUB SECTION 27TRAPDANGER

End of filling pipe in tank shall be turned up so as to form a trap or seal, and when installed in the vicinity of any door or other building opening shall be as remote therefrom as possible so as to prevent danger or liability of flow of oil through building opening.

TERMINAL

Terminal shall be outside of building in a tight, incombustible box or casting, so designed as to make access difficult by unauthorized persons.

MANHOLESUB SECTION 28SECURELY FASTENED

Manhole covers shall be securely fastened in order to make access difficult by unauthorized persons.

THE TANK OR TANKS (See Paragraph 49.)

SUB SECTION 29SETTING OF TANKSSUB SECTION 30UNDERGROUND: DEPTH REQUIRED

(a) Tanks shall be buried underground with top of the tanks not less than two feet below the surface of the ground, and below the level of any piping to which the tanks may be connected.

ALTERNATE METHOD

In lieu of the two feet cover tank may be buried under 18 inches of earth and a cover of reinforced concrete at least 6 inches in thickness, which shall extend at least one foot beyond the outline of tank in all directions.

CONCRETE SLAB

Concrete slab shall be set on firm well-tamped earth foundation.

ANCHORAGE

Tanks shall be securely anchored or weighted in place to prevent floating.

PARTIAL BURIAL

Where a tank cannot be entirely buried, it shall be covered with earth to a depth of at least two feet and sloped on all sides, slope not to be less than 2 to 1.

INSPECTION

Such cases shall also be subject to such other requirements as may be deemed necessary by the inspection department having jurisdiction.

PREVENT SIFTLING

If tank cannot be set below the level of all piping to which it is connected, satisfactory arrangements shall be provided to prevent siffling or leaking in case of accident to the piping.

FIRM FOUNDATION

(b) Tanks shall be set on a firm foundation and surrounded with soft earth or sand well tamped in place, or encased in concrete as outlined in paragraph 35 (c).

WITHIN BUILDING

(c) When located underneath a building, the tanks shall be buried with top of tanks not less than 2 feet below the level of the floor.

FLOOR ABOVE: CONCRETE

The floor immediately above the tanks shall be reinforced concrete at least 6 inches in thickness, or some other type of construction of equivalent strength and fire resistance, extending at least one foot beyond the outline of tanks in all directions, and provided with ample means of support independent of any tank.

VENTING OF TANKSUB SECTION 31OPEN VENT

(a) A permanently open vent conforming to paragraph 26, shall be provided.

ABOVE GROUND TANKS--WIND SCREENS

(b) Each above ground tank, over 1,000 gallons in capacity, shall have all manholes, vent opening and other openings which may emit inflammable vapor (provided with 40 x 40 mesh, non-corrodible wire screen, or its equivalent) so attached as to completely cover the opening and be protected against clogging.

SAFETY RELIEF

(c) A safety Relief of 1% percent of roof area shall be provided, or manhole covers of equivalent area must be kept closed by weight only, and not firmly attached.

REMOVABLE: ACCESSIBLE

(d) The screen on such opening shall be removable, but be kept normally firmly attached and accessible for inspection.

SETTING OF TANKSSUB SECTION 32ABOVE GROUND

Tanks with bottom more than one foot above the ground shall have firm foundation and supports of incombustible materials, except wooden cushions.

The storage of combustible material within 10 feet of any tank is prohibited.

PROTECTION AGAINST LIGHTNINGSUB SECTION 33STEEL TANKS

Steel tanks shall be constructed entirely of metal including top, side and bottom.

All openings shall be gas tight (see paragraph 24 for caulking of joints), except breather vent, which shall be screened as provided in paragraph 31 (b).

ELECTRICALLY GROUNDING

All tanks shall be electrically grounded in accordance with the requirements for lightning protection of the National Fire Protection Association.

CONCRETE TANKS

All steel work of reinforced concrete tanks shall be interconnected and grounded by an approved method.

SETTLING AND HEAT INSULATION OF INSIDE TANKSSUB SECTION 34LOCATION

(a) Tanks shall not be located above the lowest story, cellar or basement of building.

BELOW PIPING

(b) Tanks shall be located below the level of any piping to which they may be connected or if this is impracticable, satisfactory arrangements shall be made to prevent siphoning of gravity flow in case of accident to the equipment of piping.

FOUNDATION

(c) Tanks shall be set on a firm foundation and those exceeding 2,500 gallons capacity shall be supported independently of the floor construction.

INSULATION

(1) Steel tanks shall be completely enclosed with a heat insulation equivalent to reinforced concrete not less than 12 inches in thickness, with at least a 6-inch space on sides between tank and concrete insulation filled with sand or well tamped earth, and with 12 inches of sand on top of tank, either between tank and concrete slab or above concrete slab.

CONCRETE TANKS--INSULATION

(2) Concrete tanks shall be completely enclosed with a heat insulation of reinforced concrete not less than 6 inches in thickness, with at least a 6-inch space on sides between tank and concrete insulation filled with sand or well tamped earth, except that for top of tank an insulation of 12 inches of sand without concrete covering shall be deemed sufficient.

INTERFERENCE ON BUILDING WALLS

(3) Walls of concrete tanks shall be constructed independently of and not in contact with the building walls.

VENTING OF TANKS (See Paragraph 20 and Paragraph 31 (b))SUB SECTION 35LOCATION AND CAPACITY OF TANKS FOR UNDERGROUND STORAGESUB SECTION 36DISTANCE FROM BUILDING

Tanks shall preferably be located at least 50 feet from important buildings.

CAPACITY PER TANK

When this cannot be done, the limit of individual tank capacity permitted shall be dependent on the location of tank with respect to adjacent buildings, as follows:

UNLIMITED CAPACITY

(a) Tanks may be of unlimited capacity if located underground or outside of buildings and at least 50 feet from any building having a floor or pit lower than the top of the tank.

500,000 GALLONS

(b) Tanks may have a capacity up to 500,000 gallons if the tank is at least 40 feet from any building having a floor or pit lower than the top of the tank.

200,000 GALLONS

(c) Tanks may have a capacity up to 200,000 gallons if the tank is at least 30 feet from any building having a floor or pit lower than the top of the tank.

150,000 GALLONS

(d) Tanks may have a capacity up to 150,000 gallons if the tank is at least 25 feet from any building having a floor or pit lower than the top of the tank.

100,000 GALLONS

(e) Tanks may have a capacity up to 100,000 if the tank is at least 20 feet from any building having a floor or pit lower than the top of the tank.

75,000 GALLONS

(f) Tanks may have a capacity up to 75,000 gallons if the tank is at least 10 feet from any building having a floor or pit lower than the top of the tank.

50,000 GALLONS

(g) If tank is within 10 feet of any building and the top of the tank is above the lowest floor or pit of the building, the tank shall not exceed a capacity of 50,000 gallons and must be of metal entirely closed in concrete without air space.

HIGH WATERSUB SECTION 37AVOID DANGER

Tanks shall be so located to avoid possible danger from high water.

STORAGE CAPACITY IN FIRE-RESISTIVE BUILDINGSSUB SECTION 38PERMANENTLY SET

Permanently Set Storage Tanks In Fire Buildings.

ORDINARY BUILDINGS

(a) In ordinary buildings the gross capacity of tanks shall not exceed 5,000 gallons.

FIRE-RESISTIVE BUILDINGS

(b) In fire-resistive buildings the gross capacity of tank shall not exceed 10,000 gallons.

FIRE PREVENTIVE ROOM

(c) If any building, if it is a fire preventive or detached room cut off vertically and horizontally in an approved manner from other floors of the main building, the gross capacity of tanks shall not exceed 50,000 gallons, with an individual tank capacity not exceeding 25,000 gallons, provided the insulating tank specified under paragraph 7 (c), (d) and (e) shall be increased to 12 inches on side, and 12 inches on top.

GENERAL REQUIREMENTS FOR OIL PIPINGSUB SECTION 39CROSS CONNECTIONS ARE NOT

Cross connections permitting gravity flow from one tank to another shall be prohibited except in the case of oil ice tanks where this may be permitted through an approved connection.

WORKING PRESSURESUB SECTION 40ALL PIPELINES

All pipe connections to tanks and other oil-containing or using devices shall be made in a substantial workmanlike manner.

TYPE OF MATERIALSUB SECTION 41WORKING PRESSURE

All piping shall be of the standard full weight wrought iron or steel pipe for working pressures less than 100 pounds; for working pressures in excess of 100 pounds, extra heavy pipe and fittings shall be used.

No pipe less than one-half inch internal diameter will be permitted.

INSTALLATIONSUB SECTION 42DIRECT AND PROTECTIVE EXPANSION

(c) Piping shall be run as directly as possible without kinks, and so laid that where possible pipes pitch toward the supply tank without traps provision shall be made for expansion, contraction, jarring and vibration.

CONNECTIONS

(b) All connections of air lines to burners shall be made on the upper side and shall extend upward for a distance of at least 12 inches.

TESTSSUB SECTION 43WORKING PRESSURES

Piping for systems with working pressures under 100 pounds after installation shall be tested and proven tight at a pressure of not less than 150 pounds.

Where working pressures exceed 100 pounds, piping shall be tested and proven tight at a pressure 50 per cent in excess of the working pressure.

UNIONSSUB SECTION 44APPROVED TYPE

No right and left couplings shall be used and unions shall be of an approved type.

PROTECTION OF PIPINGSUB SECTION 45CORROSION PROTECTION

(a) Piping between dry generated oil containing or using part of the equipment shall be as far as practicable laid against corrosive action.

TRENCH WORK

If necessary inside, it shall preferably be laid in a trench with vapor metal cover.

FLOORS

If on floor or subject to mechanical injury, it shall be protected.

RISERS

(b) Pipes leading to the surface of the ground or above the floor particularly risers to furnaces, shall be protected against injury.

VENT PIPES

Fill and vent pipes shall also be protected.

SUPPLY LINES

(c) Riser pipes from the oil supply lines to burner fittings shall be not less than 3/4 inch in size.

OUTSIDE PIPINGSUBSECTION 46TRENCH WORK

(a) All outside piping shall be laid in solid earth or in a trench.

OIL PIPES

Oil pipes shall not be located near nor in the same trench with other piping, excepting steam lines for heating.

PROPPING

Propping the pipes on wooden blocks shall be avoided.

OPENINGS FOR PIPES

(b) Openings for pipes through outside walls below the ground level shall be made oil-tight and securely packed with flexible material.

VALVESSUB SECTION 47APPROVED TYPE

(a) All valves shall be of an approved type. (See Sub Section 17.)

SHUT OFF TYPE

(b) Shut off valves shall be provided on both sides of any strainer which may be installed in pipe line; in discharge and suction lines to pump in discharge and return lines to any tank, as near tank as practicable, and in branch lines near burners.

OUTSIDE

An outside readily accessible valve shall be provided on all supply lines entering buildings.

REMOTE CONTROL

In installations where the pump is located at a distance from the burners, it is advised that a remote control device be installed so that the supply of oil can be cut off at the pump in case of accident.

CHECK

(c) A check valve of an approved type shall be installed in each air line where an enclosed type of burner is used.

PRESSURE RELIEF

(c) A pressure relief valve shall be installed in supply line to burners and so arranged as to return surplus oil to supply tank.

SHUT OFF

(c) The use of automatic shutoff valves for the oil supply is recommended.

ATOMIZING

(f) In systems where either steam or air is used for atomizing, the oil and atomizing supply shall be interlocked in an approved manner so that in case of interruption of the atomizing supply, the oil will immediately and automatically be cut off.

OIL LEVEL INDICATING DEVICESUB SECTION 48TEST WELL

A test well or gauging device shall be installed, and so designed as to prevent the escape of oil or vapor within the building at any time.

SEALED AND LOCKED

Top of well shall be sealed, and where located outside of building, kept locked when not in use.

STRAINERSSUB SECTION 49SUCTION LINE

Suitable strainers shall be installed in the suction line.

STRAINERS

Large basket strainers are recommended in the receiving or filling line of storage tank to remove dirt and foreign matter.

HEATING OF OIL IN TANKSSUB SECTION 50TEMPERATURE

(a) Where it is necessary to heat oil in storage tanks in order to handle it, the oil shall not be heated to a temperature higher than 40 degrees F., below the flash point, closed cup.

COILS

(b) Heating shall be done by means of properly installed coils within the tank, using only steam or water.

THERMOSTATIC

Thermostatic control and thermometer should be provided for all heating device.

HEATERS, OTHER THAN THOSE FOR TANKSSUB SECTION 51JOINTS

(a) Heaters shall be of substantial construction; all joints shall be made oil-tight.

PREHEATING

(b) Only steam, water or approved electrical heaters shall be used for preheating.

BY PASS

(c) Heater shall be by-passed so that in warm weather it will not be under constant pressure while not in use.

BURNERSSUB SECTION 52MECHANISM

(a) The burner mechanism shall be so designed as to not enlarge the orifice, and so that the needle valve cannot be unscrewed and removed in operation.

PROPERLY SUPPORTED

(b) The burner shall be properly supported if necessary independently of the piping.

DAINTERSSUB SECTION 53OPERATION

Attention is called to the serious hazard arising should dampers in the flues to the stacks be closed or induction fans be inoperative at the time the oil is being ignited.

DAUGHTER HAZARDS

Owing to the liability of explosion the operator must assure himself positively that all vents are clear and open before starting the fire.

PUMPING SYSTEMSSUB SECTION 54TANK TO BURNERS

Oil shall be pumped from tank to burners.

GRAVITY FEED PROHIBITED

Systems where burners are supplied by gravity or by pressure on the tank, are prohibited.

PUMPSSUB SECTION 55DUPLICATE

(a) Pumps shall be in duplicate, of an approved design, and secure against leaks

LOCATION

(b) They should preferably be located in a room cut off from oil burning devices and provided with entrance which can be reached without passing through room where burners are located; if this is not practicable, provision shall be made for remote control.

STORAGE TANKS

(c) Pumps used in connection with the supply and discharge of storage tanks shall be located outside embankment walls, and at such a point that they will be accessible at all times, even if the oil in the tank or reservoir should be on fire

DIAGRAMS CONTAININGSUB SECTION F6POSTED IN DUPLICATE

The contractor installing the fuel oil equipment shall provide to the user copies of diagrams showing all of the main oil lines and controlling valves, and these diagrams shall be posted where the oil system is installed, and also at some other point which will be accessible in case of a fire where the fuel oil equipment is located.

REGULATIONS FOR THE USE, HANDLING, STORAGE AND SALE OF FLAMMABLE LIQUIDS AND THE PRODUCTS THEREOF.CHAPTER I--GENERAL APPLICATIONSECTION 210APPLICATION TO NEW AND EXISTING INSTALLATIONS, ETC.SUB SECTION 1NEW PLANTS, STORES AND EQUIPMENTS LISTED AS HAZARDOUS

(a) Be it ordained, That this Code shall apply to all new plants, stores, equipments and installations which constitute a distinct hazard to adjoining property, in so far as the intent of the sections be reasonably fulfilled.

PERSONS AND BUSINESSES INVOLVED

(b) All persons and businesses storing, handling or using flammable liquids, shall be governed by these regulations whether or not specifically named in this Code

CLASSIFICATION OF FLAMMABLE LIQUIDSSEE SECTION 2TABLE CLASSIFICATION: FLASH POINTS

(a) For the purpose of this Code, flammable liquids are divided into three classes, according to the flash point, as follows:

CLASS 1

Class 1. --Liquids with flash point below 15 degrees Fahrenheit (--4 degrees Centigrade) closed cup tester.

CLASS 11

Class 11-- Liquids with flash point above that for Class 1, and below 70 degrees Fahrenheit (21 degrees Centigrade) closed cup tester.

CLASS 111

Class 111--Liquids with flash point above that for Class 11, and below 187 degrees Fahrenheit (83 degrees Centigrade) closed cup tester.

FLASH POINT

(b) The flash point shall be as determined with the Elliot, Abel, Abel-Tensky, or the ag closed cup testers.

The ag closed cup tester (standardized by the United States Bureau of Standards) shall be authoritative in case of dispute.

TESTS

All tests shall be made in accordance with the methods adopted by the American Society for Testing Materials.

REPRESENTATIVE EXAMPLES OF CLASSIFICATION OF FLAMMABLE LIQUIDSCLASS 1

Ether, Carb Disulfide, Gasoline, Naphtha, Kerosene, Collodion, Liquefied Petroleum Gas, Acetone.

CLASS 11

Alcohol, Amyl Acetate, Toluol, Ethyl Acetate, Methylacetate.

CLASS 111

Kerosene, Amyl Alcohol, Turpentine, Fuel Oil.

MANUFACTURED LIQUID COMPOUNDSSUB SECTION 3DEFINITION

All manufactured liquid or fluid commodity, such as paint, varnish, dryer cleaning solution, and polishing liquid which contains flammable liquids, shall be considered a flammable liquid and shall be classed by Sub Section 2, according to the flash point of the mixture.

DEFINITION OF CONTAINERSUB SECTION 4DEFINITION

A container shall be any can, bucket, barrel, tank or other vessel, except stationary or fixed tanks, tank wagons and tank cars, in which flammable liquids or mixtures are stored or kept.

DEFINITION OF PERMITSUB SECTION 5DEFINITION

A permit is the written authority of the Chief of the Fire Department or Board of Safety (through the Building Commissioner) issued pursuant to this Code for the manufacture, transportation, sale or use of any finished or unfinished product or article covered by this Code or any material entering into the composition thereof.

DEFINITION OF APPROVALSUB SECTION 6DEFINITION

An approval is a written statement issued by the Chief of the Fire Department (through the Building Commissioner) certifying that the type, class or kind of article or thing mentioned therein has been examined and approved by the Chief of the Fire Department in conformity with this Code, and that it is authorized to be manufactured, stored, transported, sold or used in the City of Fort Wayne.

CHIEF OF FIRE DEPARTMENTSUB SECTION 7DEFINITION

The term "Chief of the Fire Department" shall include any officer, member or inspector of the fire department (or through the Building Commissioner) specially authorized by the Chief of the Fire Department to act for him.

RETAIL STORESSUB SECTION 8DEFINED

By retail store shall be meant a store or other building in which flammable liquids are sold direct to consumers.

JOBBERSUB SECTION 9DEFINED

By jobber shall be meant a person, firm or corporation selling flammable liquids at wholesale.

PAINT AND OIL STORESUB SECTION 10DEFINED

By a paint and oil store shall be meant a store or building in which are stored, handled and sold at retail, paints, varnishes, oils and flammable liquids, alone or with the accessories necessary to such material.

PAINTERSUB SECTION 11DEFINED

By painter shall be meant a person, firm or corporation handling and mixing paints, varnishes oils and other flammable liquids to be used by himself or his employees or renders other than those controlled by him.

MANUFACTURING PLANTSUB SECTION 12DEFINED

By manufacturing plant is meant any factory or establishment in which people are employed in the handling, in process of manufacture, or flammable liquids in other than original sealed containers, in mixing or compounding of flammable liquids or in the using of a flammable liquid in the manufacture or production of any article.

PERMITS REQUIREDSUB SECTION 13EXCEPTION

Except as specified in Sub Section 14. A permit, (which shall be for one or both of the following sub-divisions) shall be obtained:

CLASS 1

(a) For the storage or handling of a total quantity of Class 1 liquids in excess of one gallon in any dwelling, apartment house or tenement.
In excess of six gallons in any other building.
In excess of twenty gallons outside of any building.

CLASS 2

(b) For the storage or handling of a total quantity of Class 2 liquids in excess of five gallons in any dwelling, apartment house or tenement.
In excess of ten gallons in any other building.
In excess of twenty-five gallons outside of any building.

CLASS 3

(c) For the storage or handling of a total quantity of Class 3 liquids in excess of twenty-five gallons inside any building.
In excess of fifty gallons outside of any building.

PERMITS REQUIRED FOR THE SALE OF FLAMMABLE LIQUIDSSUB SECTION 14CURATOR, OCCUPANT OR AGENT

Unless a storage of one or more gallons of quantities in excess of those given in Sub Section 13 is to be maintained for at least thirty days, nothing of this Code shall require said curator, occupant or his agent to obtain a permit for the use of, nor does it prohibit the use by him, of paints, oils, varnishes and similar flammable mixtures.

APPLICATION FOR PERMIT AND INSTRUCTIONSSUB SECTION 15SALER'S STORE

All applications for permits for the sale or storage of flammable liquids, shall be made in writing to the Building Commissioner.

INSPECTION OF PREMISES

The chief of the Fire Department shall forthwith make an inspection of the premises proposed to be used for such sale or storage, and the manner of distribution.

CODE REQUIREMENTS

If the conditions, surrounding and arrangements are in his opinion such that the intent of this Code can be observed then he shall issue a permit.

PERMITS FOR LIMITED OCCUPATIONSSUB SECTION 16NAME OF BUSINESS: QUANTITY CLASS

All permits shall state the nature of the business of the applicant, the maximum quantity of each class of liquid to be kept, and the location of the storage.

PERMITS SHALL BE ISSUED AS FOLLOWS:PERMIT LIST

- Garage Permit (with or without storage).
- Storage Permit.
- Retail Dealer's Permit.
- Painter's Permit.
- Paint and Oil Dealer's Permit.
- Jobber's Permit.
- Manufacturer's Permit.
- Dry Cleaner's Permit.

PAINTER'S PERMITSUB SECTION 17DEFINED

A painter's permit shall include the use of flammable liquids on premises other than those controlled by him but shall not permit the selling of flammable liquids without a retailer's permit.

INSPECTION REQUIREDSUB SECTION 18BEFORE COMMENCEMENT NOTIFICATION REQUIRED

Before any installation is covered, a notification in writing shall be given the Chief of the Fire Department (through the Building Commissioner) who shall, within 48 hours after the receipt of such notification, inspect the installation and give his written approval or disapproval.

BOARD OF SAFETY MAY ACTSUB SECTION 19PROVISION OF CODE. WRITTEN APPLICATION

(a) The Board of Safety shall have power to modify any of the provisions of this Code through the Chief of the Fire Department and Building Commissioner, upon application in writing by the owner or lessee, or his duly authorized agent, when the application is made in the way of carrying out the strict letter of this Code, provided that the spirit of this Code shall be observed, public safety secured, and substantial justice done.

ARTICULARS--RECORDS

(1) The particulars of any modification shall be allowed, and the decision of the Board of Safety thereon shall be entered upon the records of the corporation and a signed copy shall be furnished to the applicant.

APPEALSSUB SECTION 20THE BOARD OF SAFETY

Within ten days after notification by the Chief of the Fire Department through the Building Commissioner to the owner or applicant to correct or remedy any hazardous condition in a building, stating specifically the question which the applicant is to answer, and a decision may be taken.

BOARD OF SAFETY

Such appeals shall be heard by the Board of Safety and they are authorized to take testimony and to grant or reject such appeal, subject to review by the proper court.

EXCEPTIONSUBSECTION 21

This ordinance shall apply to all parts of all flammable liquids of Classes I, II, and III, provided that:

PETROLEUM

Petroleum shall be used only in accordance with Chapters I, III, IV and V.

PAINTS AND VARNISHES

Paints and varnishes shall be used only in accordance with Chapter I and VI.

GASES AND FLAMMABLE LIQUIDS

Gases and flammable liquids shall be used only in accordance with Chapter I, and Sections 32, 33, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, and 56.

CHAPTER IIIHAZARDOUS A FLAMMABLE LIQUIDSHAZARDOUS A FLAMMABLE LIQUIDSSUB SECTION 22HEATING AND LIGHTING

The Chief of the Fire Department may prohibit the use of any type, kind or name of heating or lighting appliances using flammable liquids, after test by him or some competent authority, if considered a hazard to life or property.

CLASS I AND II LIQUIDS PROHIBITEDSUB SECTION 23PUBLIC ASSEMBLY

No Class I nor Class II liquids shall be kept stored in any schoolhouse, religious, assembly or other building used for public assembly.

SUBSECTION 24EXIT

Except in closed containers, Class I nor Class II liquids may be stored within 15 feet of any stairway, elevator or exit.

SUBSECTION 25EXIT REQUIREMENT

In paint or oil stores, retail stores, and other plants containing flammable liquids, at least two exits shall be provided, one of which shall be removed from the point of storage.

BUILDING OCCUPIED BY FAMILIESSUB SECTION 26HANDLING LIQUIDS

The mixing, storing or handling of flammable liquids of Class I and II in open containers is prohibited in any store in any building housing more than two families, or in a frame building housing more than one family, provided that this shall not apply to drug stores where flammable liquids are used in making and compounding medicines and prescriptions.

STORAGE LIQUIDS IN FRAME AND OTHER BUILDINGSSUB SECTION 271 STORY BUILDINGS

The storage of flammable liquids in one building, except in buildings so used or (date of enactment or code) shall be as given under the following sub sections.

SPECIAL REGULATIONS

Provided that in a special storage room or fire-resistant building, conforming to requirements given in Sub Section 28 an unlimited quantity may be maintained therein, except of Class I liquids.

SECTION 21.10V. FLAMMABLE LIQUIDS IN SEC. 10V. 45IN FLAMMABLE LIQUIDS

(a) Class 1 and 11 are identical.

Class 11--In sealed containers or safety cans of not more than 5 gallons capacity, (except as permitted in Sub Section 54.)

IN CLASS 11A FLAMMABLE LIQUIDS CLASS 1

Class 1--In sealed containers or safety cans of not more than 1 gallon capacity, and not exceeding a total of 10 gallons.

CLASS 111

Class 11--In sealed containers or safety cans of not more than 5 gallons capacity, and in barrels, drums or tanks of not more than 60 gallons capacity. (Total quantity stored in this manner unlimited)

CLASS 111

Class 111--In sealed containers of not more than 5 gallons capacity, in barrels and drums and in tanks not exceeding 120 gallons capacity, (except as permitted in Sub Section 54.) (Total quantity stored in this manner unlimited).

SECTION 21.10V. FLAMMABLE LIQUIDS IN SEC. 10V. 45IN FLAMMABLE LIQUIDS CLASS 1

(b) Class 1. In sealed containers or safety cans of not more than 1 gallon capacity, and not exceeding a total of 10 gallons.

CLASS 11. In sealed containers of not more than 5 gallons capacity and in barrels, drums or tanks not exceeding 60 gallons capacity. (Total quantity stored in this manner unlimited)

CLASS 111

Class 111. In sealed containers not exceeding 5 gallons capacity, in barrels and drums and in tanks not exceeding 120 gallons capacity, (except as permitted in Sub Section 54) (Total quantity stored in this manner unlimited).

IN CLASS 11A FLAMMABLE LIQUIDS CLASS 1CLASS 1

Class 1. Not exceeding 50 gallons in sealed containers or safety cans of not more than 1 gallon capacity.

CLASS 11

Class 11. In sealed containers or safety cans of not more than 5 gallons capacity, in drums and barrels, and in tanks not exceeding 120 gallons capacity (total quantity stored in this manner unlimited).

CLASS 111

Class 111. In sealed containers, drums and barrels, and in tanks not exceeding 240 gallons capacity, (except as permitted in Sub Section 54) (Total quantity stored in this manner unlimited.)

STORAGE OF FLAMMABLE LIQUIDS IN BUILDINGS OR STORAGE ON (DATE OF ENACTMENT OF CODE)SUB SECTION 27STORAGE

In buildings not used for storage of flammable liquids, the storage (except in special rooms as given in sub section 29) shall not exceed double the quantity specified in Sub section 27.

SEC. 21.10V. 27

(Capacity of individual tanks or containers may be double that specified in Sub Section 27.)

SPECIAL STORAGE ROOMS OR BUILDINGSSEC. 21.10V. 29CONSTRUCTION

(a) Special rooms or buildings for storage of flammable liquids and the handling and use of flammable liquids shall, where called for by other sections of this Code, be constructed as follows:

WALLS, FLOORS, CEILING

(b) Walls, floors and ceilings shall be of eight inches of brick or concrete, or of four inches of reinforced concrete.

DOOR CLOSING

(c) Door opening to other rooms or building shall be provided with sills raised six inches and with fire doors with self-releasing devices arranged to close doors automatically in case of fire.

WINDOW FRAMES

(d) Windows shall be wired glass in metallic mesh and frames.

No combustible material shall be used in construction, except that floor surfacing may be of wood.

VENTILATION

(e) Proper ventilation shall be provided.

CO. VENTILATION OPENINGS

(f) There shall be no opening to rooms below, except as made necessary by trade or manufacturing process.

FIRE DOORS

(g) Openings to rooms and other parts of buildings above shall be provided with fire doors or trap doors with self-releasing devices arranged to close doors automatically in case of fire.

STORAGE OF CLASS 1 LIQUIDSSUB SECTION 30STORAGE TANKS

(a) Except where kept in sealed containers, Class 1 liquids shall be kept in storage tanks underground or within the building.

SAFETY CANS

(b) Safety cans of not over ten gallons capacity may be used in any part of buildings.

MANUFACTURING PLANTS--USE OF CONTAINERS

(c) In manufacturing plants, the Chief of the Fire Department may permit the storage of Class I liquids in portable welded tanks (as described in Sub Section 47), where the nature of the business requires such storage and the discharge therefrom.

STORAGE OF CLASS II LIQUIDSSEE SECTION 31CONTAINERS

(a) No container containing Class II liquids and of over five gallons capacity may be used to fill other containers and appliances, unless outside the building or in a special room in accordance with Sub Section 29.

SAFETY CANS--SEE SUB SECTION 66-67

(b) All drawings, except from safety cans, shall, where the nature of the liquid permits, be as provided, for in Sub Sections 66 and 67.

EXPOSED WINDOWSSUB SECTION 32WIRE GLASS--METAL FRAMES

Any building, other than a frame building, within the limits given in Sub Section 45, containing more than 500 gallons of flammable liquids in other than sealed containers, shall have all windows in side or rear walls and above the first floor on street fronts, except on other buildings with a fifty feet, provide with wire glass in metallic sash and frame.

NEW MANUFACTURING PLANTSSEE SECTION 33CLASS I AND II LIQUIDS

Any manufacturing plant established after (date of enactment of Code) in a building in which persons are employed above the second story, shall have all rooms, in which Class I and II liquids are mixed or stored in receptacles permitting escape of vapor, constructed in accordance with Sub Section 29.

EXISTING MANUFACTURING PLANTSSUB SECTION 34CLASS I AND II LIQUIDS

In existing manufacturing plants where persons are employed above the second floor, all elevator, stair and other wells or vertical openings communicating to rooms in which Class I and II liquids are mixed or stored in receptacles permitting escape of vapor, shall be inclosed and provided with self closing fire doors, or fire doors or trap doors with heat releasing devices arranged to close doors automatically in case of fire.

MANUFACTURING PLANTS--USE OF BUILDING OCCUPIED AS DWELLINGSUB SECTION 35CLASS I LIQUIDS

No manufacturing plant shall be located in any building used as a dwelling for more than one family, unless all Class I liquids are kept in safety cans, not exceeding one quart in capacity, or in outside storage tanks as given in Chapter III with no discharge, inside the building.

KETTLES, VATS, ETC.SUB SECTION 36LOCATIONS

(a) Kettles, vats, and other vessels used in manufacturing processes, containing more than five gallons of flammable liquid, shall not be located within five feet of combustible material nor within five feet of any exit unless two or more exits are provided.

COMBUSTIBLE FLOORS

(b) All combustible floors thereunder within a radius of ten feet shall be protected with non-combustible covering.

COVERS

(c) All kettles and other open vessels shall be provided with substantial covers arranged to close automatically in case of fire or which can be easily and readily placed in position.

VENTILATIONSUB SECTION 37ROOMS

(a) Rooms in which Class I and II liquids are used in open vats, pans or other vessels, or in which Class I, II and III liquids are stored in receptacles, shall be provided with adequate ventilation, as follows:

NATURAL VENTILATION--FORCED VENTILATION--EQUIVALENT SYSTEM

(b) Where natural ventilation is required, the area of the top opening at any point may require forced ventilation with a vent opening of at least 20 square inches in the wall at the floor level near each open receptacle containing Class I, II, or III liquids, or other volatile liquids, and escape and opposite to any door or other air inlet.

WIRE GUARDS

(c) Such openings shall be covered with 2x2 No. 10 galvanized wire mesh guard and shall be kept clear of all obstructions.

FIRES--EXHAUST FANS

(d) From each vent opening, flue, or at least 20 square inches area and of non-combustible materials, built into the wall or floor or securely fastened thereto, to exhaust fan, not to be suspended mechanically, shall connect to and through a sparkless exhaust fan to be run continuously, and shall be of sufficient size to change the air in the room completely every five minutes.

DISCHARGE OUTLETS--LIKE SUB SECTION 38

(e) All discharge outlets of vent lines shall be provided with 16x12 mesh or equivalent non-corrodible wire screen and shall be so located that it will not expose surrounding property and shall be acceptable to the Chief of the Fire Department.

EQUIVALENT SYSTEM

Any other equivalent system of ventilation may be used when approved by the Chief of the Fire Department.

EXTINGUISHERSSUB SECTION 38REQUIREMENTS

Where flammable liquids are handled, dry sand, water, chemical extinguishers or other extinguishing devices or materials shall be provided in such quantities and with such pails, scoops and other fire appliances as may be directed by the Chief of the Fire Department.

GENERAL REQUIREMENTS FOR TANKSCLASS I TANKS1. CAPACITY AND DESIGN

(a) The shell of a tank, in side or end view, shall have a capacity of 1,000 gallons or less, shall be of steel, wrought iron, or other approved material, and shall be provided with a non-corrodible wire screen (preferable) or a non-corrodible wire mesh (or its equivalent), so attached as to completely cover the tank and to protect against glazing.

2. SAFETY VALVE

(b) A safety valve shall be provided on each tank and shall be kept closed by a pin or plug, and not firmly attached.

3. REMOVAL OF VALVE

(c) The removal of a valve may be done by a pin or plug, but shall be kept normally firmly attached.

4. MATERIALS5. GALVANIZING6. GALVANIZING

Above ground tanks shall have a minimum thickness of 1/8 inch for steel and 1/4 inch for wrought iron. Tanks shall be galvanized in accordance with the following specifications: -- "LAWA 17--KENT" -- "LAWA 17--KENT" -- "LAWA 17--KENT"

7. GALVANIZING8. GALVANIZING9. GALVANIZING

(a) Tanks shall be constructed of galvanized steel, or of wrought iron or steel of a thickness not less than that specified in Table 2.

10. GALVANIZING11. GALVANIZING12. GALVANIZING

Minimum thickness of material--see (11 S. Standard).

13. GALVANIZING

1 to 250	16
250 to 500	14
500 to 1000	12
1000 to 1500	10
1500 to 2000	8
2000 to 2500	7
2500 to 3000	6
3000 to 3500	5
3500 to 4000	4
4000 to 4500	3
4500 to 5000	2
5000 to 5500	1
5500 to 6000	1/2
6000 to 6500	1/4
6500 to 7000	1/8
7000 to 7500	1/16
7500 to 8000	1/32
8000 to 8500	1/64
8500 to 9000	1/128
9000 to 9500	1/256
9500 to 10000	1/512

14. GALVANIZING

(b) For tanks 1,000 gallons or more a tolerance of 1/8 inch in capacity shall be allowed.

15. GALVANIZING

Tanks of open heart steel or wrought iron 16 gauge or thinner shall be galvanized.

16. GALVANIZING

(c) For Class III liquids, if adequate internal bracing is provided tanks from 1500 to 10000 gallons capacity may be built of steel plate 1/2 inch thick.

17. GALVANIZING

(d) All joints of tanks shall be riveted and sealed, brazed, welded, or made tight by some equally satisfactory process.

18. GALVANIZING

Tanks shall be strong and sufficiently strong to bear without injury the most severe strains to which they may be subjected in use.

19. GALVANIZING

(e) Shell of tanks shall be properly reinforced where connections are made, and all connections made through the floor of the tank above the liquid level.

20. GALVANIZING

Tanks for systems under pressure shall be designed for four times the maximum working pressure, and tested to twice the maximum working pressure.

21. GALVANIZING

(f) All iron or steel tanks shall be thoroughly coated on the outside with tar, asphaltum or other suitable rust-resisting material.

22. GALVANIZING

Where soil contains corrosive substances, special protection shall be provided as may be required by the Chief of the Fire Department.

23. GALVANIZING

(g) With the approval of the Chief of the Fire Department, tanks of copper or other suitable material may be used if, for the necessary handling incident to installation they are equivalent in strength, rigidity, durability and lightness to the steel or iron tanks described above.

24. GALVANIZING25. GALVANIZING26. GALVANIZING

Tanks (including tops) shall be constructed of wrought iron or of steel of a thickness not less than that specified in Table 2.

27. GALVANIZING

No other tank shall be used.

28. GALVANIZING

For tanks of 300 gallons or heavier, tanks may be constructed of concrete in accordance with the regulations of the National Fire Protection Association.

(a) TANKS NOT OVER 1100 GALLONS CAPACITYHORIZONTAL OR VERTICAL CAPACITY AND HEIGHT

Capacity (gallons)	Minimum Thickness of Material
1 to 60	18 gauge (U. S. Std.)
61 to 350	16 gauge (U. S. Std.)
351 to 550	14 gauge (U. S. Std.)
551 to 1100	12 gauge (U. S. Std.)

(b)

HORIZONTAL TANKS OVER 1100 GALLONS CAPACITYFACTOR OF SAFETY

Tanks of this class shall be of such material and so constructed as to have a factor of safety of at least 2.5 with hydrostatic test pressure with water.

SHELL OR HEAD GAUGE

The minimum thickness of shell or head shall be 3-16 inch (No. 7 gauge, U. S. Standard).

SHELL PLATE FORMULA

The thickness of shell plates shall be in accordance with the following formula;

$$t = r \sqrt{\frac{P \times 1000}{T \times E}}$$

Where

- t - Thickness of plate in inches.
- P - working pressure in pounds per square inch.
- r - radius of shell (inside) in inches.
- F - factor of safety (taken as 2.5).
- T - tensile strength of plate in pounds per square inch.
- E - efficiency of longitudinal rivetted joints.

(c) VERTICAL TANKS OVER 1100 GALLONS CAPACITYFACTOR OF SAFETY

Tanks of this class shall be of such material and so constructed as to have a factor of safety of at least 2.5.

SHELL OR BOTTOM PLATE

The minimum thickness of roof shall be 1/8 inch.

The thickness of plates shall be in accordance with the following formula;

FORMULA

$$t = \frac{2.504 \times r \times L \times F \times S}{T \times E}$$

Where

- t - thickness of plate in inches.
- r - height of tank in feet above the bottom of the ring under consideration.
- L - diameter of the tank in feet.
- F - factor of safety (taken as 2.5)
- S - specific gravity of liquid stored (water = 1).
- T - tensile strength of plate in pounds per square inch.
- E - efficiency of vertical joints in ring under consideration.

TENSILE STRENGTH

(c) The tensile strength of plate shall be taken as 55,000 pounds per square inch, and the shearing strength of rivets shall be taken as 40,000 pounds per square inch.

RIVETS

(c) Tanks shall be riveted, welded or brazed and shall be caulked or otherwise made tight in a workmanlike manner.

TOPS

The top of the tank shall be securely fastened to the side with joints having the same tightness as the joints in the side.

PAINTING

All iron or steel tanks shall be thoroughly coated on the outside with tar, asphaltum or other suitable rust-resisting materials.

OPENINGS

(f) Roofs or tops of tanks shall have unprotected openings.

TOPS AND TANKS

Roofs or tops shall be firmly and permanently joined to the tank.

JOINTS

All joints shall be riveted and caulked, brazed, welded, or made tight by other process satisfactory to the Chief of the Fire Department.

VERTICAL TANKS

No vertical tank shall be more than 75 feet high.

Sign "DANGER"

Tanks containing flammable liquids having flash point below 100° F. (closed cup tester) shall have painted conspicuously upon the side the wordings--"DANGER"--"FLAMMABLE"--"KEEP FIRE AWAY"

COPIED OR OTHER MATERIAL

(g) With the approval of the Chief of the Fire Department, tanks or containers or other suitable material may be used if after the necessary and required out to installation, they are equivalent in strength, rigidity, durability and tightness to the steel or iron tanks described above.

CONCRETE TANKS

For liquids or 75° or heavier, tanks may be constructed of concrete in accordance with the regulations of the National Fire Protection Association.

CONSTRUCTION OF TANKSSUB SECTION 52WATER TANKS

(a) Tanks shall be riveted, welded or brazed, and shall be caulked, or otherwise made tight in a workmanlike and workmanlike manner.

FOR PRESSURE SYSTEM

If to be used with a pressure discharge system shall safely sustain a hydrostatic test of at least double the pressure to which the tank may be subjected.

TOPS

(b) Tanks shall be made airtight, flanges or metal reinforcement securely riveted, welded, or bolted to the tank and shall be made thoroughly tight.

(c) Tanks shall be constructed entirely of metal, including top, sides and bottom.

All openings shall be airtight, except breather vent, which shall be screened as provided in Sub-section 51.

31.117--CONNECTIONS--TANKSSUB-SECTION 53ELECTRICALLY

(a) All tanks shall be electrically grounded by resting directly on moist earth or otherwise electrically grounded to remove moisture to the satisfaction of the Chief of the Fire Department.

INSULATED CONNECTIONS

(b) Insulated connections shall be permitted.

PROJECTIONS

(c) Projections or other projections liable to act as lightning discharge points shall be kept as far as practicable from tanks.

STEEL OR

All steel and reinforced concrete tanks shall be inter-protected and grounded by the approved method.

CONCRETE TANKS

(d) Tanks over one foot above the ground shall have foundations and supports of non-combustible materials, except that wooden cushions may be permitted.

UNDERGROUND TANKS

(e) Tanks shall be permitted under or within ten feet of any above ground storage tank.

TIERS

(f) Locations where tanks are liable in case of breakage or overflow to cause damage to property, each tank shall be protected by an embankment or dike.

CONSTRUCTION

Embankments or dikes shall be constructed of earthwork, clay core with cinder-fill, masonry, or concrete, approved by the Chief of the Fire Department.

EMBRANKMENT CAPACITY

(g) Such dikes, when constructed of earthwork or clay core with cinder-fill shall have a capacity at least equal to that of the tanks.

EMBRANKMENT

(h) When constructed of masonry or concrete dikes shall have a capacity at least equivalent to that of the tank.

SLOPE

(i) Earthwork embankments shall have a flat section at the top of not less than three feet and shall have a slope not steeper than 1 1/2 feet horizontal to 1 foot vertical on both sides.

TANKS PROTECTED

(j) Tanks with capacity of not over 25,000 gallons shall be protected and a dike built around the group of tanks.

31.118--TANKS FOR LIQUID: TABLE 1--CAPACITY: TANKS FOR LIQUID: TANKS FOR LIQUIDSUB-SECTION 54CONSTRUCTION

Tanks for liquid shall be constructed and installed as follows:

MATERIAL

(a) Tanks for Class II and III liquids of 120 gallons or less capacity, shall be of mild steel or tin plate, suitable for the purpose, with all joints locked, double seamed or riveted, and also soldered or made tight by some equally satisfactory method.

GAUGE

Material shall be of not less than No. 30 steel or standard.

CONNECTIONS

Except that where used in connection with the same room with burning equipment No. 16 gauge steel shall be used.

ORIGINAL TANKS

Original tanks, or drums, may be used until contents are drawn, if substantially placed to prevent tipping or rolling, with close inverted through close fitting connection in side of head.

TANKS FOR CLASS II-III

(b) Tanks for Class II and III liquids or greater than 120 gallons capacity, shall be of mild steel specified in Table 2, Sub-section 50, or of concrete and shall be vented as specified in Sub-section 56.

LOCATION

(c) Tanks shall be located below the level of any adjacent building or may be connected or if this is impracticable, arranged to satisfaction to the Chief of the Fire Department shall be made to prevent damage or injury from accident to the equipment or building.

CONNECTIONS

(d) Tanks shall be located below the level of any adjacent building or may be connected or if this is impracticable, arranged to satisfaction to the Chief of the Fire Department shall be made to prevent damage or injury from accident to the equipment or building.

CONNECTIONS

(e) Steel tanks exceeding 250 gallons capacity and installed in connection with burning equipment, shall be completely enclosed with a heat insulation equivalent to reinforced concrete not less than 12 inches in thickness, with at least a 6-inch space on sides between tank and concrete insulation filled with sand or well tamped earth and with 12 inches of sand or top of tank, either between tank and concrete slab, or above concrete slab.

CONCRETE TANKS

(f) Concrete tanks shall be completely enclosed with a heat insulation of reinforced concrete not less than 8 inches in thickness, with at least a 6 inch space on sides between tank and concrete insulation filled with sand or well tamped earth, except that for top of tank an insulation of 12 inches of sand without concrete covering shall be deemed sufficient.

INDEPENDENT OF WALLS

(g) Walls of concrete tanks shall be constructed independently of and not in contact with the building walls.

GROSS CAPACITY

(h) In ordinary buildings the gross capacity of tanks shall not exceed 5,000 gallons.

(i) In fire-resistive buildings the gross capacity of tanks shall not exceed 10,000 gallons.

IN ANY BUILDING--CAPACITY--INSULATING

(j) In any building, if in a fire-resistive or detached room cut off vertically and horizontally in an approved manner from other floors of the main building, the gross capacity of tanks may be not exceeding 50,000 gallons, with an individual tank capacity not exceeding 25,000 gallons, provided the insulating sand specified under paragraphs (d), (e) and (f) shall be increased to 12 inches on sides and 18 inches on top.

CHAPTER 14PIPING AND OTHER APPURTENANCES--NO CONNECTION TO DRAINSSUB SECTION 55CONNECTIONS--LEAKAGE

All connections from tank to any house or sub surface drainage system shall be so arranged as to prevent the flow of inflammable liquid to any such system and shall prevent the leakage of any flammable gases from such liquid.

COLLECTORS

Approved flammable liquid collectors shall be provided in all such connection.

VENTING OF TANKSSUB SECTION 56AUTOMATIC

(a) An open or automatically operated galvanized iron vent pipe without trap, draining to the tank shall be provided for every tank which may contain flammable vapor.

CONNECTION

The lower end of the vent pipe shall not extend through the top into the tank for a distance of more than one inch.

SCREENS

(b) Vent openings shall be screened (preferably by 40x40 but not less than 30x30 non-corrodible wire mesh or its equivalent) and shall be of sufficient area to permit escape of air or vapor during the filling operation.

DIMENSIONS

Vent openings, except those automatically operated, shall in no case be less than one inch in diameter.

REMOVAL

Screens shall be accessible for examination and removal.

HOODS-- CONNECTIONS

(c) Vent pipes shall be provided with weather-proof hoods and terminate outside of building 12 feet above top of fill pipe, or if tight connection is made in filling line, to a point one foot above the level of the top of the highest reservoir from which the tanks may be filled, and preferably not less than three feet, measured horizontally and vertically, from any window or other building opening.

INDIVIDUAL BATTERY

(d) Individual vent pipes shall be provided for each tank, except that where a battery of tanks designed to hold the same class of liquids is installed, the vent pipes may be run into a main header.

SCREENS

In such case individual vent pipes shall be provided with screens between tank and header.

CONNECTION

The connection to the header shall not be less than one foot above the level of the top of the highest reservoir from which the tanks may be filled.

VALVES IN DRAWING-OFF PIPESSUB SECTION 57INSIDE BUILDING

All drawing-off pipes terminating inside of any building shall have valves at the discharge end.

GRAVITY SYSTEMS

When delivery is by gravity, pipe shall have a shut-off valve (which shall preferably be of the automatically closing type and in addition shall have an emergency valve.)

VALVE NEAR TANK IF ABOVE GROUNDSUB SECTION 58ABOVE GROUND

Where tanks are above ground there shall be a valve located near the tank in each pipe.

CROSS-CONNECTED TANKS

In cases where two or more tanks are cross-connected there shall be a valve near each tank in each cross-connection.

PUMPSSUB SECTION 59ABOVE GROUND--TANK--VALVES

Pumps delivering to or taking supply from above ground storage tanks shall be provided with valves on both suction and discharge side of pump, and in delivering to tanks a check valve to prevent flow of liquid from tank to pump.

MOTORS AND ENGINES

Electric motors or internal combustion engines shall not be placed beneath tanks or elsewhere within the line of vapor travel.

PIPING MUST DRAIN TO TANK HERE UNDERGROUNDSUB SECTION 60PITCH--TRAPS

Where underground tanks are used, all pipes carrying flammable liquids, except in dry cleaning establishments, shall pitch toward tanks without any traps or pockets, and shall enter tanks at the top.

REQUIREMENTS FOR PIPINGSUB SECTION 61MATERIAL

(a) All pipes used in systems for flammable liquids shall be of standard full weight brass, galvanized iron or steel, with suitable brass or galvanized malleable iron or steel fittings.

PACKING

(b) No rubber nor other packings, and no flanges shall be used.

UNIONS

If unions are used, at least one face shall be of brass, with close fitting conical joints.

JOINTS

litharge and glycerin, shellac or other suitable material shall be used on pipe joints.

PROTECTIONS

(c) Outside piping shall be protected against any mechanical injury when within 5 feet of ground level.

SUPPORTS

Inside piping shall be rigidly supported.

LEAKY PIPINGSUB SECTION 62MALE TIGHT

Defective and leaking piping shall be made tight immediately or replaced.

PIPES FOR CLASS 1 and 11 in RoomsSUB SECTION 63OPEN FIRE

Piping carrying Class 1 and 11 liquids, unless without joints or connections, shall not extend through any room which contains any open light or fire.

FILLING PIPESUB SECTION 64UNDERGROUND TANKS--METAL BOX

The end of the filling pipe for underground storage tanks for Class 1 and 11 liquids shall be carried to an approved location outside of any building, but not within 5 feet of any entrance door, or cellar opening, and shall be set in an approved metal box, with cover which shall be kept locked except during filling operations.

SCREW CAP

This filling pipe shall be closed by a screw cap.

SCREEN

A non-corrodible screen strainer (preferably 40x40 mesh but not less than 30x30 mesh or equivalent) shall be placed in the supply end of filling pipe.

DELIVERIES TO STORAGE TANKSSUB SECTION 65CLASS 1-11 Directly

Deliveries of flammable liquids of Class 1 and 11 shall be made directly to the storage tank through the filling pipe by means of a hose or pipe between the filling pipe and barrel, tank wagon or tank car from which such liquid is being drawn.

PROTECTION

The necessary precautions shall be taken against the generation of static electricity.

PUMPS REQUIRED SUB SECTION 66TANKS--PREVENTIONS, LEAKS, ETC.

(a) Except as permitted in Sub section 67 flammable liquids shall be drawn from tanks by pumps so constructed as to prevent leaking or splashing, or by some other system approved by the Chief of the Fire Department.

CONTROLLING APPARATUS

(b) The controlling apparatus and piping shall be so arranged as to allow control of the amount of discharge and prevent leakage or discharge inside the building by any derangement of the system.

INSIDE BUILDING--GRADE FLOOR

(c) When inside a building, the pump or other drawing-off device shall be located on or above the grade floor, preferably near an entrance or other well-ventilated place.

DISCHARGE DEVICESSUB SECTION 67PROHIBITED WITH EXCEPTION

(a) Discharge devices fitted with a glass measuring bowl shall not be installed inside of any building nor within fifteen feet of any building not classed as slow burning construction.

GLASS BOWL

(b) The glass bowls shall not contain any liquid at any time except when actually being used for delivery.

GRAVITY FEEDSUB SECTION 68PROHIBITED WITH EXCEPTION

(Except as permitted in sub section 69 no tanks, drums or other containers inside a building or discharging inside a building shall be provided with a faucet or other bottom-drawing device which will permit the gravity flow of liquids inside the building.

Pipe shall not terminate at any point lower than the level of source supply.

SUB SECTION 69OIL BURNING EQUIPMENTS--STORAGE CLASS 11 AND 111

(a) The Chief of the Fire Department may permit the storage and gravity flow of flammable liquid in connection with domestic oil burning equipments in refineries and in manufacturing and jobbing plants, where the nature of the manufacturing process requires such storage and flow and also the storage and gravity flow of commodities of Classes 11 and 111 in stores, plants and establishments.

NOT PERMIT PUMPING--CLASS 1. SEE SUB SECTION 29

(b) Where the nature of the liquid will not permit pumping provided that the contents of tanks holding Class 1 liquid shall be sufficient only for one day's operation and such storage shall be in a room in accordance with sub Section 29.

SUPPLY TO INTERNAL COMBUSTION ENGINESSUB SECTION 70PUMPING SEE SUB SEC. 46-47

Supply to stationary internal combustion engines using inflammable liquids shall be by pumping from tanks located as given in Sub Section 46 and 47

FUEL OIL EQUIPMENTSSUB SECTION 71STORAGE TANKS. SEE SUB SEC. 46-47-54

In equipments from the use of flammable liquids as a fuel under boilers, furnaces, kilns, ovens, etc., storage tanks shall be located as given in Sub Sections 46, 47 or 54.

PUMPS FOR ENGINES AND FUEL EQUIPMENTSSUB SECTION 72PRESSURE GAUGE--WORKING PRESSURE

Pumps used for supplying internal combustion engines and fuel oil burners shall be equipped with a pressure gauge for oil and the systems shall be so arranged that the oil pressure cannot at anytime exceed a safe working pressure.

A relief valve shall be provided in the line to return surplus oil to the supply tank.

STORAGE TANKS FOR DISTRIBUTION PURPOSESSUB SECTION 73SEPARATE SYSTEMS

At plants where gasoline or other motor fuels and kerosene are stored for the purpose of distribution as separate pump and separate system of piping without any cross connection shall be installed and maintained for liquids of each class.

CHAPTER VPETROLEUMCLASSIFIED SUB SECTION 2 CHAPTER 1

"LIQUIDS" in this class means liquids of Petroleum and Natural Gas classified as in Sub section 2, Chapter 1.

REFINERIESSUB SECTION 74PERMITS AND REQUIREMENTS--SURVEY BY CHIEF OF FIRE DEPARTMENT

(a) No permit shall be granted for the establishment of a new plant or an addition to a plant for distilling or condensing within the limits of the city until after a survey has been made by the Chief of the Fire Department and an investigation made of all hazardous conditions connected therewith.

LIMITATION, SCHOOLS, CHURCHES, ETC. GUARANTEE 150 FEET OPEN SPACE

(b) If there are not schools, churches, hospitals or public halls within 300 feet, and no other buildings than those of the plant within 150 feet of the proposed distilling or condensing plant, and (or) other conditions are consistent with the spirit and intent of this code, the Chief of the Fire Department (through the Building Commissioner) shall grant a permit for the location desired; provided, also, that a guarantee to maintain an open space of 150 feet wide on all sides shall be given by the applicant.

STORAGE AND PIPINGSUB SECTION 75SEE CHAPTERS 111-1V

Storage and piping at such plants shall be as in Chapters 111 and 1V of this Code.

JOBGING PLANTS, STOREHOUSES AND DISTRIBUTING STATIONS--GENERAL REQUIREMENTSSUB SECTION 76NEW AND EXISTING PLANTS SECTIONS--SEE

New and existing jobbing plants, storehouses and distributing stations shall be constructed as provided in and conform to sub section 24, 25, 26, 27, 28, 30, 31, 32, 37, 38, 39, 40, 41, 42, and 44.

HEATINGSUB SECTION 77CLASSES 1-11-111--STEAM OR HOT WATER

(a) In new and existing plants, rooms in which class 1, 11 and 111 liquids are stored or handled in other than original containers, shall be heated by steam or hot water.

FIRE WALLS

(b) Unpierced fire walls shall isolate from such rooms all steam boilers, furnaces or fires, or any electric dynamos or motors, or other spark emitting devices, provided, however, that explosion proof motors may be used in such rooms.

STORAGE AND PIPINGSUB SECTION 78SEE CHAPTERS 111-1V

Storage and piping at such plants shall be as provided in Chapters 111 and 1V of this Code.

DISTRIBUTING AND RETAINING CONTAINERSSUB SECTION 79TANK WAGONS--INSPECTION

(a) All tank wagons or trucks and wagons containing tank with faucets, when used for distribution of flammable liquids, shall be of substantial and workmanlike construction and shall be subject to the approval of the Chief of the fire Department, through the Building Commissioner, who shall inspect and keep a record of such wagons or vehicles, which shall be plainly marked with their record number.

Drawing Faucets

(b) All drawing faucets connected to such tank wagons shall be kept locked or have handle removed when not in actual use.

CONSTRUCTION

All handles shall be so constructed that they may not be removed except when the faucet is tightly closed, and all measures and faucets shall be covered or otherwise protected.

Grounding Devices

(c) All tank wagons and tank trucks shall be equipped with such devices as the Chief of the fire Department may direct to properly ground such vehicle against the accumulation of static electricity.

OPEN FLAME PROHIBITED

Such tank trucks shall carry no open flame lights.

CONTAINERS PAINTEDS B SECTION 80FOR CLASS 1-11 DISTINCTIVE COLORS (Danger)

(a) Containers of class 1 and 11 liquids shall be painted red and be conspicuously lettered in black, "Dangerous--Keep Lights and fires Away and Store Outside Building."

CLASS 111DANGER)

(b) Containers of class 111 liquids shall be painted green and have conspicuously marked in white letters, "Flammable liquid--Keep Fire Away and Store Outside Building."

MISDEMEANOR

(c) It shall be a misdemeanor to keep or place the above mentioned liquids in containers other than those marked as designated, or to use the containers for any other liquids or substances than those specified, or fail to keep their exterior clean so that coloring and lettering are easily distinguishable.

GENERAL REQUIREMENTSSUB SECTION 81REFERENCE TO OTHER CHAPTERS AND SUB SECTION

The requirements and restrictions given in Sub sections 23, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 37, 38, 39, 40, 41, 42, 44 and in Chapters 111 and 114 shall be complied with.

CHAPTER VIPAINTS, VARNISHES AND SIMILAR MANUFACTURING COMMODITIESSUB SECTION 82NEW EXISTING PLANT ? CLASS 1-11-111. Heating

(c) In new and existing plants, rooms in which class 1, 11 and 111 liquids are stored or handles in other than original containers shall be heated by steam or hot water.

FIRE WALLS

(b) Unpierced fire walls shall isolate from such rooms all steam boilers, furnaces or fires, or any electric dynamos or motors, or other spark emitting devices, provided, however that explosion-proof motors may be used in such rooms.

GENERAL REQUIREMENTS FOR NEW MANUFACTURING PLANTSSUB SECTION 83REFERENCE TO OTHER CHAPTERS AND SUB SECTIONS

Manufacturing plants hereafter established or erected shall be specified in and shall conform with the requirements and restrictions of Sub Sections 26, 27, 29, 30, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 44,

STORAGE AND PIPING

The storage of and piping used in the handling of raw stocks of flammable liquids shall be as in Chapters 111 and 114.

GENERAL REQUIREMENTS FOR EXISTING MANUFACTURING PLANTSSUB SECTION 84REQUIREMENTS OF CODE. REFERENCE CHAPTER AND SUB SECTIONS

(a) Manufacturing plants existing (date of enactment of Code) shall be as specified in and shall conform with the requirements and restrictions of Sub Sections 26, 28, 29, 30, 32, 34, 36, 37, 38, 39, 40, 41, 42 and 44.

TANKS AND CAPACITY. CLASS 11-LLL

(b) Tanks existing inside buildings on (date of enactment of Code) and of larger capacity than permitted in Sub Section 28 may be used for Classes 11 and 111 liquids, provided that reasonable safeguards are provided against injury to occupants of the building and to adjoining property.

GENERAL REQUIREMENTS FOR JOBBING PLANTS? STOREHOUSES AND STORESSUB SECTION 85REQUIREMENTS OF CODE. REFERENCE TO CHAPTER AND SUB SECTIONS

Jobbing plants, storehouses, retail stores and paint and oil stores shall comply with Sub Sections 24, 25, 26, 27, 28, 29, 30, 31, 32, 37, 38, 39, 40, 41, 42, and 44 and storage and piping, except in original containers and of manufactured commodities which cannot be pumped, shall be as provided in Chapters 111 and 114.

STORAGE AND PIPING

The storage of and piping used in the handling of raw stocks of flammable liquids shall be as in Chapters III and IV.

GENERAL REQUIREMENTS FOR EXISTING MANUFACTURING PLANTSSUB SECTION 84REQUIREMENTS OF CODE. REFERENCE CHAPTERS AND SUB SECTIONS

(a) Manufacturing plants existing (date of enactment of Code) shall be as specified in and shall conform with the requirements and restrictions of Sub Sections 26, 28, 29, 30, 32, 34, 36, 37, 38, 39, 40, 41, 42, 44.

TANKS AND CAPACITY. CLASS 11-111

(b) Tanks existing inside buildings on (date of enactment of Code) and of larger capacity than permitted in Sub Section 28 may be used for class 11 and 111 liquids, provided that reasonable safeguards are provided against injury to occupants of the building and to adjoining property.

GENERAL REQUIREMENTS FOR JOB INT. PLANTS, STOREHOUSES AND STORESSUB SECTION 85REQUIREMENTS OF CODE. REFERENCE TO CHAPTERS AND SUB SECTION 3

Jobbing plants, storehouses, retail stores and paint and oil stores shall comply with Sub Sections 24, 25, 26, 27, 28, 29, 30, 31, 32, 37, 38, 39, 40, 41, 42 and 44 and storage and piping, except in original containers and of manufactured commodities which cannot be pumped, shall be as provided in Chapters III and IV.

SIGNS AND SIGNBOARDSSECTION 261SUB SECTION 1REGULATION

(a) Be it ordained that it shall be unlawful for any person, firm, corporation or association to erect or place, or cause or consent to be erected or placed, within the City of Fort Wayne, any signs, or purposes without first obtaining a permit therefor from the Building Commissioner.

LICENSE

(b) This permit shall be deemed a license revokable at will of Building Commissioner of Fort Wayne.

APPLICATION

(c) Application for permits shall be upon printed blanks, furnished by the Building Commissioner, and signed by the owner of the sign.

FILED

(d) No such permits shall be issued until after the person or persons, firm or corporation desiring to erect or place the same shall have filed with the Building Commissioner, an application in form to be prescribed by him.

PERSON INTERESTED

(e) The application shall set forth the name or names of all the persons interested therein, either directly or indirectly.

LOCATION

(f) The application shall state the location of the same, the size and weight of the proposed sign or billboard and the manner of construction thereof and the materials of which the same is to be constructed.

PLANS

(g) The application shall be accompanied with plans showing the manner of construction of the framework, supports and braces with the size and material of the same.

OWNER OF PREMISES

(h) The application shall be accompanied by the consent in writing of the person owning the premises upon which such sign or signboard is to be placed or constructed.

BUILDING OF STRUCTURE SAFETY

(i) If such sign or signboard is to be attached to any building or other structure, no such permit shall be issued until the Building Commissioner shall have satisfied himself that the building or other structure to which the same is to be attached is sufficiently strong to support the same and that the method of attachment is safe and proper.

APPROVAL OF PLANS

(j) When the Building Commissioner shall have approved the plans, specifications and location of any such sign or billboard as set forth in said application, the Building Commissioner shall issue the permit desired.

CERTIFICATE OF SAFETY

(k) After such sign or signboard is constructed, the same shall be inspected and when satisfied that the same conforms to the plans and specifications submitted with the application and is safe, the Building Commissioner shall issue a certificate to that effect, and attach a metal inspection tag thereto, indicating that same has been inspected.

ADVERTISING MATTER

(l) No advertising matter shall be placed upon any bill-board until such certificate shall have been issued.

TEMPORARY SIGNPERIOD OF TIME

(m) The permit for the erection of any temporary sign shall state the period during which such sign may be displayed, which shall in no case exceed thirty days, and it shall not be allowed to remain on display beyond such period.

REMOVED

(n) After the time stated has expired the sign shall be removed by the person who filed such permit.

PAYMENT OF FEE

(o) A permit shall be issued, if the application therefor is approved by the building Commissioner upon the applicant paying to the controller the fee as per section 2 of this Code.

TIME LIMIT

(p) Provided further that any permit under which no work has commenced within sixty days from the time of its issuance shall expire by limitation and the city shall not be required to refund any fees paid therefor.

CITY INDEMNITYBOND

(q) All applicants shall file a bond in the sum of Five Thousand (\$5,000.00) dollars in a form to be approved by the Corporation counsel or City Attorney, indemnifying the City against all claims, judgments or suits caused by the erection, repair, construction, existence or maintenance of any signs or signboards erected or constructed, posted, tacked or displayed by such applicant.

FEES FOR PERMITSSUB SECTION 2

The additional fees to be paid for permits for signs and billboard shall be as follows:

(a) Temporary Sign--

For each and every temporary sign attached to buildings or structures, the additional fee for such permit shall be\$0.50

(b) For other Attached Boards or Signs--

For other attached boards or signs other than electric, the additional fee for such permits shall be per square foot.....\$0.01

(c) For all Detached Signboards--

For all detached sign boards, the additional fee for such permit shall be, per square foot.....\$0.01 1/2.

(d) For All Electric Signs--

For all electric signs, the additional fee for such permit shall be, per square foot.....\$0.03

The fees above mentioned shall include the cost of inspection and certificate hereinbefore provided for.

SUB SECTION 3

The fees for the certificate of inspection in section e (c) of this ordinance shall be for each square foot of surface thereof.

(a) For Each Electrical Sign--

For each electrical sign, per square foot.....\$0.01 1/2

(b) For each Attached Sign or Billboard--

For each attached sign, or billboard, per square foot.....\$0.01 1/2

(c) For each detached sign for each 600 square feet or fractional part

thereof.....\$0.50

In no case shall such fee be less than\$0.50

FOR BILLBOARDS

(d) For Billboards. The additional annual fee, payable in advance, per square foot shall be.....\$0.00 1/2

No inspection fee after first installation.

DUTY OF BUILDING COMMISSIONERSUB SECTION 4SUPERVISION

(a) It shall be the duty of the Building Commissioner to exercise supervision over all signs or electric signs erected, or being maintained in said city.

INSPECTION

The Building Commissioner, or some person delegated by him for the purpose, shall inspect all such signs or electric signs on or before the first day of August of each year or oftener where the condition of such signs so require.

VIOLATION OF CODENOTICE TO OWNER

(b) Whenever it shall appear to said Building Commissioner that any such sign or electric sign has been erected in violation of this code, or has become unstable or insecure, or is in such condition as to be a menace to the safety of the public, he shall thereupon issue a notice in writing to the owner of such a sign or electric sign, or person in charge, possession or control thereof, informing such person, firm or corporation of the violation of this ordinance and the dangerous condition of such sign or electric sign.

ALTERATION OR REPAIRS WITHIN THIRTY DAYS

Said notice shall direct him to make such alterations or repairs thereto as are necessary to place such signs or electric signs in a safe, substantial and secure condition, notice shall be, to make the same comply with the requirements of this ordinance, within such time as stated in said notice, but not to exceed thirty days.

REFUSE TO COMPLY. CAUSE FOR ACTION. EXPENSE CHARGED TO OWNER

If the owner or person in charge, possession or control of any sign or electric sign when so notified, shall refuse, fail or neglect to comply with, and conform to the requirements of such notice, said Building Commissioner shall upon expiration of the time therein mentioned, alter, change, tear down or cause to be torn down, such part of such sign or electric sign as is constructed and maintained in violation of this ordinance and shall charge the expense to the owner or person in possession, charge or control of such sign or electric sign which shall be recovered from them by appropriate legal proceedings.

OWNER NOT FOUND. NOTICE ATTACHED TO SIGN

If owners of such sign or electric sign, or the person in charge, possession or control thereof, cannot be found, or his or their whereabouts cannot be ascertained the Building Commissioner shall attach to said sign or electric sign a notice of the same import as that required to be sent to the owner or person in charge, possession or control thereof, where the owner is unknown.

PRECAUTIONARY MEASURES

(b) Nothing herein contained shall prevent the Building Commissioner from adopting such precautionary measures as may be necessary or advisable in case of imminent danger in order to place such sign or electric sign in a safe condition.

EXPENSE CHARGED TO OWNER

The expense of which shall be charged to and recover from the owner of such sign or electric sign, or person in charge, possession or control thereof, in any appropriate proceedings therefor.

INSPECTION AUGUST FIRST

(c) All signs attached to any building and larger than 15 square feet, and all detached signs larger than 100 square feet shall be examined and inspected by the building Commissioner on or before the first day of August of each year as to their safety.

CERTIFICATE OF INSPECTION

For all signs or billboards which shall be found to be in a safe condition, and to comply with the provisions of this code, the Building Commissioner shall issue a certificate that such billboard has been inspected and found in proper condition in compliance with this code.

REPAIRS MADE

No such certificate shall be issued until all repairs found necessary upon such inspection shall have been made.

INSPECTION TAG

When such certificate is issued there shall be attached to the sign or billboard a metal inspection tag bearing the date of inspection and indicating that it has been inspected.

UNLAWFUL DISPLAY

It shall be unlawful to place or display any advertising matter on any billboard after the first day of August of any year until such certificate shall have been issued in reference thereto.

SIGNSSUB SECTION 5TERM DEFINED

(a) The term "signs" shall apply to billboards, signboards, electric signs, or other structures used for advertising purposes, or screen used as such having characters, letters or illustrations painted, enameled, written, cut or fastened thereon.

BILLBOARDSTERM DEFINED

(b) The term "billboards" as herein used means any structure erect or attached to any other structure for the purpose of having placed thereon anything in the nature of an advertisement, announcement or direction, of size greater than two square feet excepting a sign attached to a place of business giving the name of the proprietor and the nature of the business conducted therein.

ATTACHED BILLBOARDTERM DEFINED

(c) Attached billboards shall include such billboards as are permanently attached to any building or other structure.

DETACHED BILLBOARDSTERM DEFINED

(d) Detached billboards shall include all such billboards as are permanently attached to any building or other structure.

TEMPORARY SIGNSTERM DEFINED

(e) Temporary signs shall include all outside signs made of any substance other than wood or metal, and the provisions of this Code shall apply to any such sign or combination of several signs posted, tacked or displayed at one time by any one person or persons, firm or corporation on any building or structure.

BANNER SIGNSTERM DEFINED

(f) The term "banner sign" shall apply to all display signs painted, printed or written upon cloth or canvas with or without frame.

ELECTRIC SIGNSTERM DEFINED

(g) The term "electric sign" shall apply to signs constructed entirely of metal or other approved non-combustible material and shall have one exposed socket for each square foot of sign surface and shall have at least four candle power illumination for each square foot of sign surface except that in raised letter type electric signs shall be illuminated proportionate to one-twenty-five-watt lamp to every ten-inch raised letter.

SUB SECTION 6PROJECTION OVER SIDEWALKS

That no swing sign, transparent sign or any illuminated sign except an electric sign, shall project or be allowed to project over any sidewalk, street or alley.

SUB SECTION 7SECURE BY ANCHORS

(a) All signs referred to in this ordinance attached to or placed upon any building shall be thoroughly secured thereto by iron or metal anchors, bolts, supports, chains, stranded cable or braces.

STAPLES OR LAG SCREWS

9b) No Staples or lag screws shall be used for securing any projecting sign to a building except with expansion shields.

SUB SECTION 8 ADVERTISING MATTER

No person shall nail, tack, paste or fasten any advertising matter to any building, fence or other structure, without owner's consent, except upon said person's premises or place of business, unless such person shall have obtained a license so to do from the Building Commissioner and shall have paid the sum of Three Hundred (\$300.00) Dollars to said Building Commissioner for said license.

The Building Commissioner shall issue said license, upon application being made therefor, and all license shall expire on December 31st of the year of their issuance.

(PROJECTING) ELECTRIC SIGNS

SUB SECTION 9

HEIGHT ABOVE SIDEWALKS

(a) The lower edge of all projecting signs or electric signs shall be at least twelve feet above the grade of the sidewalk,

DISTANCE FROM BUILDING

(b) The inner edge of any sign shall not be more than eighteen inches from the building wall or property line.

OUTER EDGE FROM BUILDING

(c) The outer edge of any sign shall not project more than six feet over the public highway or sidewalk from the building wall or property line, not extend higher than the upper coping of that part of any building to which it may be attached, and if hung over an alley, the lower edge shall be at least eighteen feet above the grade of such alley.

SUB SECTION 10

METAL OR FIREPROOF MATERIAL

Within the limits of the City of Fort Wayne all electric signs or devices shall be constructed of metal or other fireproof material.

SUB SECTION 11

PLACING OF DEVICES, ETC.

All signs or device shall be so placed and maintained that they do not interfere with the ingress to or the egress from any window, door, or fire escape or with the fighting of fire.

SUB SECTION 12

NAME OF OWNER AND WEIGHT

All electric signs extending beyond the side lines of any building shall have the name of owner and the weight of the sign painted and maintained in figures on the outside of said sign, and in such manner as to be clearly seen from the sidewalk.

SUB SECTION 13

ILLUMINATED BY REFLECTED LIGHT

No sign extending beyond the side lines of any building shall be illuminated by reflected light from outside such sign, provided, however, one panel may be attached, either above or below when such panel shall be made of metal and does not exceed ten inches in width.

BILLBOARDS--ATTACHED AND DETACHED

SUB SECTION 14

PERMIT REQUIRED

No person, firm or corporation shall erect or cause or permit to be erected, any fence, signboard billboard, or other structure to be used for advertising purposes, without a permit therefor from the Building Commissioner.

FOR RENT, LEASE OR SALE

Provided, it shall be lawful to advertise any premises for rent, lease or sale with signs not to exceed 2 feet by 3 feet in size.

BILLBOARD--LOCATION

SUB SECTION 15

RESIDENTIAL DISTRICTS

CONSENT OF PROPERTY OWNERS

(a) It shall be unlawful for any person, firm or corporation to erect or construct any billboard or signboard in any block or any public street in which two-thirds (2-3) of the buildings on both sides of the street are used exclusively for residence purposes, without first obtaining the consent in writing of the owners or duly authorized agents of said owners owning a majority of the frontage of the property on both sides of the street, in the block in which said billboard or signboard is to be erected, constructed, or located.

CONSENT FILED

(b) Such written consent shall be filed with the Building Commissioner before a permit shall be issued for the erection, construction or location of such billboard or signboard.

PROVISIONS OF SECTION

(c) The provisions of this section shall not be deemed to apply to any person firm or corporation having fixed place of business in said city, and who shall erect or maintain any advertising sign on the premises where his, their or its said business is carried on, provided that such advertising sign shall advertise only goods, wares and merchandise for sale by him, them or it at said place of business.

Provided however, that in no event shall any such sign project over any public thoroughfare or sidewalk.

RESTRICTIONS

SUB SECTION 16

BILL OR SIGN BOARDS

All bill or signboards hereafter erected shall conform to the following requirements:

DETACHED BILLBOARDS

(a) Detached billboards shall be located not less than two feet apart.

DISTANCE FROM ADJOINING STRUCTURE

(b) They shall be not less than five feet from any adjoining structure.

LOT LINE

(c) Shall not be located nearer to the lot line on any street upon which it faces than ten feet back of building line of the front wall of the nearest building located within one hundred feet on either side thereof.

HOUSE BUILDING LINES

(d) If any house shall be erected within one hundred feet on either side of any detached billboard shall not be nearer to the street than the front wall of such building.

STREET LINES

(e) All detached billboards shall be erected parallel with the street line of the lot or tract of land upon which it is located.

LOCATION

(f) No detached billboard shall be located nearer than twenty-five feet from the intersection of any street with the tracks of any railroad.

ANGLE TO STREET

(g) Such signboard and other such structure shall be so erected that the part or the signboard facing the corner of intersecting streets shall be erected on an angle of from thirty to thirty-five degrees thereto.

LIMITATION

Provided, however, this section shall not apply to billboards, signboards, or advertising structure, erected immediately adjoining the building on both sides of which, or the ground floor of which buildings are used for business purposes.

OPEN SPACE BELOW

(h) Detached billboards shall have at least 18 inches of open space between the ground and the lowest line of such sign or billboard and such space shall be at all times kept clear of weeds and rubbish or any obstruction by owner of billboard.

HEIGHT ABOVE GROUND

(i) In residence districts no detached billboard shall be at any point more than fifteen feet above the ground and shall be supported and braced in such manner as to be safe and secure.

NAME OF OWNERS

(j) There shall be maintained on the top of each billboard in 2-in letters the name of the person or corporation owning the same.

PUBLIC PARKS, ETC.

(k) No detached billboard shall be erected on any public park, square or street, or public building.

FACING BOULEVARD

(l) It shall be unlawful for any person, firm or corporation to hereinafter erect any sign, signboard or other advertising structure, within the meaning of this ordinance, on any premises facing any boulevard in the city of Fort Wayne nearer than fifty feet to the building line of such boulevard.

SUB-SECTION 17SANITARY CONDITION

Any person, firm or corporation who shall maintain any billboard, signboard or other such structure, shall keep the same in a sanitary condition, and shall not allow waste or refuse from such billboard, signboard or other such structure to accumulate on or about the premises on which the same are located.

ADVERTISEMENT ON STREETS OR SIDEWALKSSUB-SECTION 18BANNER SIGN

(a) No banner sign of any character shall be permitted to project or be suspended across any public highway without the written permission of the BUILDING COMMISSIONER.

RESTRICTIONS

(b) No person shall paint, or nail any banner sign, any advertisement or notice of any kind whatsoever or cause the same to be done, on any curbstone, flagstone or on any other portion or part of any sidewalk or street or upon any tree, lamp post, hitching post, telegraph pole, telephone pole, structure within the limits of any street within the city.

SUB-SECTION 19WRITTEN CONSENT OF OWNER

It shall be unlawful for any person, firm or corporation, other than the owner thereof, to post or display any advertising matter upon any sign or billboard, upon any building, structure, fence or other property without the written consent of the owner thereof.

SKY OR ROOF SIGNS OR ROOF ELECTRIC SIGNSSUB-SECTION 20METAL OR NON-COMBUSTIBLE MATERIAL

(a) All sky or roof signs shall be made entirely of metal or other noncombustible materials.

FABRICATED STEEL

(b) All sky or roof electric signs of a greater area than 100 square feet shall be constructed of fabricated steel shapes or of wire netting on a metal frame.

ILLUMINATED LETTERS

(c) All such sky or roof electric signs must have electrically illuminated characters, letters or illustrations thereon.

SUB-SECTION 21LOCATION

(a) No sky or roof electric sign shall be placed so that the face of said sign shall come within three feet of the inner plane of the outer wall of such building, nor shall it be constructed so that the bottom of such sky or roof electric sign shall be less than three nor more than fifteen feet above the surface of such roof.

HEIGHT ABOVE ROOF

(b) Provided thereof that these signs shall not exceed 40 feet in height above roof level, except of thirty (30) pounds for every square foot of surface exposed from the ground including roof sign.

SUB-SECTION 22WIND PRESSURE

All sky or roof electric signs shall be constructed and braced to withstand a horizontal wind pressure of thirty (30) pounds for every square foot of surface exposed, from the ground to the top, including roof sign.

SUB-SECTION 23WHEN ATTACHED TO OTHER STRUCTURE

It shall be unlawful for any person, firm or corporation to hereafter attach any signs, signboard or other structure covered by this ordinance to the face of the wall of

any business building, unless the face of such billboard or signboard or other structure is constructed wholly of metal or other incombustible material.

SUB-SECTION 24

IMMORAL ADVERTISEMENTS

No advertisement of an immoral or obscene character shall be posted, painted or displayed upon any billboard, bulletin board or sign.

SUB-SECTION 25

PROTECTION OF PROPERTY, PUBLIC SAFETY, FIRE ESCAPE.

No signs shall be constructed, maintained or erected in any way that will interfere with the proper and convenient protection of property by the fire department, or in any conflict with public safety or convenience, nor shall any windows or doors be obstructed or the opening thereof interfered with, by any sign, signboard or billboard or other advertising structures, whether occupied or not; nor shall any sign be attached in any form, shape or manner to a fire escape.

SUB-SECTION 26

Altered to meet code

(a) Every sign, except existing electric signs, attached or fastened to the wall or walls of any building so as to project over any public street, avenue, alley, lane or public highway, which is now erected or which is now maintained contrary to the provisions of this ordinance, shall be forthwith removed or altered, changed or cut down so as to fully comply with the provisions of this ordinance.

FAILURE TO COMPLY WITH CODE REMOVED BY BUILDING COMMISSIONER

(b) Any sign existing and not complying with the provisions of this ordinance which shall not have been removed or torn down or so altered and changed within thirty days from and after the passage of this ordinance, so as to be brought within the provisions hereof by the owner thereof, or by the person, firm or corporation in charge, possession or control thereof, shall be torn down by the Building Commissioner and the cost and expense of tearing down such sign shall be charged to the owner, or to the person, firm or corporation in charge, possession or control thereof, and shall be recovered from such person, firm or corporation by any appropriate proceedings therefor.

PERMITTED TO BE USED UNTIL CONDEMNED

(c) Electric signs now in use and coming within the definition of electric signs as herein defined, shall be permitted to be used until condemned by the building commissioner, whose judgement as to their being dangerous or without further usefulness shall be final and conclusive.

SUB-SECTION 27

PENALTIES

Any person, firm or corporation owning, operating, maintaining or in charge, possession or control of any signs or electric signs within the city who shall fail, neglect or refuse to comply with the provisions of this ordinance, or who erects, constructs or maintains any sign or electric signs that do not comply with the provisions of this ordinance, or who violates any of the provisions of this ordinance, shall be fined not less than ten (\$10) dollars nor more than fifty (\$50) dollars for each offence; and each day on which any person, firm or corporation shall permit or allow any sign or electric sign, owned, operated, maintained or controlled by him, them, or it, to be erected, constructed or maintained in violation any of the provisions of this ordinance, shall constitute a separate and distinct offense.

SUB-SECTION 28

REPEAL ORDINANCE IN CONFLICT

This ordinance shall repeal all ordinances and parts of ordinances in conflict herewith.

ELECTRIC WIRING, LIGHTING AND POWER

SECTION 262

CONFORM WITH NATIONAL ELECTRICAL CODE.

(a) Be it ordained, that the electrical construction, electric wiring, all material and appliances used in connection with electrical work, and the operation thereof, within the corporate limits of the City of Fort Wayne, shall be in conformity with the current issue of the "NATIONAL ELECTRICAL CODE" and the special requirements contained herein.

These special requirements shall always apply whether they interpret or modify the National Electrical Code.

APPROVED

(b) The word "approved" shall in all cases mean an approval by the Underwriters Laboratories.

All devices fittings and all material shall have this approval.

INSPECTOR OF ELECTRICAL WORK

SECTION 1

QUALIFICATION

(a) Be it further ordained, That the City of Fort Wayne, through the Board of Public Works, shall appoint an Inspector of Electrical Works, who shall be a graduate electrical engineer, or a journeyman electrician who has had at least four (4) years experience.

BOND

(b) Prior to entering upon his duties, he shall take the oath required by law and give bond in the sum of ONE THOUSAND DOLLARS (\$1,000.00) with surety to be approved by the City Controller. conditioned for the faithful performance of his of his duties.

CONTROL

(c) He shall be at all times under the direct control of the Board of Public Works.

REMOVABLE

(d) He may be removed at any time by the Board of Public Works for incompetency or neglect of duty.

DUTIES OF INSPECTOR OF ELECTRICAL WORK

DUTIES

(e) The duties of the Inspector of Electrical Work shall be to inspect all electrical wiring, devices and apparatus installed in or on any building or structure within the corporate limits of the City of Fort Wayne and to reject or issue certificates of approval on all electrical works, etc.

EXAMINATION OF PLANS AND SPECIFICATIONS

(f) The Inspector of Electrical Work shall make an examination of all plans and specifications covering the electrical wiring and electrical equipment for all buildings and structures contemplated within the corporate limits of said city, excepting residences containing not more than six rooms and one bathroom, outside of the Primary and Secondary Fire Limits.

STAMP OF APPROVAL

(g) If upon examination of plans and specifications of buildings and structures outlined in the above paragraph contemplated within the corporate limits of said city, they are found to conform with the terms of this Code, the Inspector of Electrical Work shall approve and place his stamp of approval on each sheet of such plans and specifications.

DATE OF APPROVAL

(h) The stamp of approval shall state that said plans and specifications conform to the terms of this Code, and shall state the name and title of the Inspector of Electrical Work and give the date of approval, and no plans or specifications or portion thereof, shall be altered in any way except by written permission of said Inspector of Electrical Work, and no alteration shall in any way conflict the terms of this Code.

PLANS AND SPECIFICATIONS KEPT ON FILE

(i) A complete set of said plans and specifications with any or all alterations shall be kept on file at the office of the Board of Public Works at all times.

MUST CONFORM WITH CODE

(j) The Inspector of Electrical Work shall not issue an electrical permit to any person, firm or corporation for any electrical work in any building or structure within the corporate limits of said city until such plans and specifications, except as outlined above, conform to the terms of this Code.

LICENSES, PERMITS AND FEES

(k) The Inspector of Electrical Work shall issue licenses and permits and collect all inspection fees.

The fees shall remain the property of said city and shall be paid to the city controller, immediately upon receipt thereof.

RECORDS AND REPORTS

(l) The Inspector of electrical Work shall keep an accurate record of all plans and specifications, all licenses, permits, inspections, fees collected, and expenses incurred, and shall make a written report thereof to the Board of Public Works semi-annually on or before JANUARY 10th and JULY 10th of each year.

RIGHT TO ENTER BUILDINGS

(m) The Inspector of Electrical Work shall have the right to enter any building or structure within the corporate limits of said city between the hours of 8:00 a. m. and 5:00 p. m. except Sundays and legal holidays, in performance of his official duties.

DEFECTIVE WORK

(n) If the Inspector of Electrical Work, upon entering any building or structure within the corporate limits of said city, finds any electrical wiring, apparatus or device in a hazardous condition, he shall order such defective work to be corrected within sixty days (60) days at which time a reinspection shall be made by him.

REMOVAL OF CURRENT

If such condition has not been corrected, he shall cause the electrical current to be removed from such building or structure, and, the electrical current shall not be again turned on until such corrections as he may order have been made.

POLICE AUTHORITY

(o) The Inspector of Electrical Work shall be invested with police authority in the enforcement of the terms of this Code.

The Inspector of Electrical Work shall not have police power beyond the terms of this Code, except as provided by law.

LICENSESUB SECTION 2CONTRACTORS

(a) Be it further ordained That any person, firm or corporation in the electrical contracting business for the purpose of installing electrical conduits, electrical wires, electrical devices, electrical fixtures, private telephones, or private telephone systems, fire alarm systems, signal systems, conduits or public telephones, conduits for public telegraph system, shall be required to take out an electrical contractor's license.

FEEFEES

(b) The fee for the first year for this license, shall be after the passage of this Code, Fifty Dollars (\$50.00).

RENEWAL FEE

The renewal fee shall be Twenty-five Dollars (\$25.00)

BONDBOND

(c) Before being granted an electrical contractor's license, the applicant shall give bond to the City of Fort Wayne, in the penal sum of Two Thousand Dollars (2,000.00) with surety to be approved by the City Comptroller, conditioned for the faithful performance of his, their or its duties, according to the terms of this Code, which bond shall be for the term of one year and shall be renewed annually.

INSPECTION OF ELECTRICAL WORKSUB SECTION 3APPLICATION FOR INSPECTION

(a) Be it further ordained, That any person, firm or corporation, desiring to place or install any electrical wires, electrical fixtures, electrical devices or electrical apparatus, in or on any building or structure within the corporate limits of said city, shall, before commencing or doing any electrical construction work of any kind whatsoever, make application in writing to the Inspector of Electrical Work, for inspection of the work, except the following:

EXCEPTIONS

Public Telephones, Public Telegraph Systems, owned or controlled by a Public Service Corporation, Burglar Alarm Systems, Clock Systems, or Signal Systems, owned, operated or maintained by said CITY, or a Public Service Corporation.

LOCATION

(b) The application shall give the location by street and number and a brief description of the work.

CERTIFICATE ISSUED

(c) No person, firm or corporation shall connect to any electrical system in or on any building or structure within the corporate limits of said city, until such work has been inspected and a certificate of approval issued by the Inspector of Electrical Work, except as described in the above paragraph.

INSTALLATIONSRESTRICTIONS

(d) No person, firm or corporation shall place, or install in or on any building, or structure within the corporate limits of said city any electrical conduits, electrical wires, electrical fixtures, devices or appliances of any description except in accordance with the rules and requirements of the Code.

CONTRACTORSUB-SECTION 4TERM DEFINED

Be it further ordained, that the term "CONTRACTOR" shall be interpreted to mean a master electrician, etc., and shall qualify and meet all requirements as set forth under the term "CONTRACTOR" in the Building Code for the City of Fort Wayne.

FEES FOR PERMITSPROVISIONS OF CODE

(a) Be it further ordained, That the inspector of Electrical Work shall not issue a certificate of approval for any work performed under the provisions of this Code, until the proper inspection fee as provided below, shall have been paid to the Inspector of Electrical Work, to-wit;

The electrical inspection fees shall be as follows:

APPLICATION FEE

(b) APPLICATION FEES-- The application fee in all cases shall be \$1.00
The Additional Fee for all permits shall be as follows:

CIRCUITS(INCANDESCENT SCHEDULE)

(c) ADDITIONAL FEES -- The additional fee for incandescent circuits shall be fifty cents each \$.50

FIXTURE INSPECTIONADDITIONAL FEE

(d) The additional fee for first two fixtures or less shall be \$1.00
For each additional fixture.....05

CLUSTERSADDITIONAL FEE

(e) The additional fee for clusters shall be the same as for fixtures.

MERCURY ARC-RECTIFIERADDITIONAL FEE

(f) The additional fee for one mercury arc-rectifier shall be \$1.00 For each additional mercury arc-rectifier.....50. Plugs for each additional rectifier.....50.

MOTORS AND GENERATORS(INCLUDING FEEDERS)ADDITIONAL FEE

(g) The additional fee for the first machine shall be \$1.00. For each additional machine.....50.

HEATING DEVICESADDITIONAL FEE

(h) The additional fee for Heating Devices shall be the same as for Motor charges.

SWITCHBOARDSADDITIONAL FEE

(i) The additional fee for each switchboard shall be \$1.00.

SIGN WIRINGAPPLICATION FEE

(j) The application fee in all cases shall be \$1.00

INSPECTOR'S FEE

(k) Additional fee for Inspector's time not covered in schedule shall be paid as follows:

For the first hour.....\$2.00. For each succeeding hour, or fraction thereof.....\$1.00
The minimum fee shall be ... \$3.50.

IMPROPER INFORMATION--PENALTY FEE

(l) Any calls or trips caused the Inspector of Electrical Work due to improper information as given in the permit regarding location of building or buildings, or return trips caused by electrical workmanship conflicting with the terms of this Code, shall be paid for at the rate of Five Dollars (\$5.00) per hour or fraction thereof.

INCANDESCENT WIRINGSUB SECTION 6WORKMANSHIP, ELECTRICAL INSTALLATIONS

(a) Be it further ordained, That all workmanship applying to all electrical installations, electrical fixtures, devices, apparatus, private telephones, fire alarm systems, shall be as follows:

METALLIC CONDUIT OR RACEWAY

(b) All electrical wiring within the Primary Fire Limits and Secondary Fire Limits or said city, shall be in approved metallic conduit or metal raceway.

FLEXIBLE ARMORED CABLE RESTRICTIONS

(c) The use of flexible armored cable shall be prohibited in all buildings except where it is permanently accessible.

METALLIC CONDUIT OR RACEWAYS--RESTRICTIONS

(d) All wiring hereafter installed within the corporate limits of said city outside of the Primary and Secondary Fire Limits, in all buildings or structures, except residences containing not more than two apartments, shall be in approved metallic conduit or metal raceway, except as herein provided.

KNOB AND TUBE WORK, ETC.

(e) Residences containing not more than two apartments outside of the Primary and Secondary Fire Limits, may be wired with the knob and tube system, or nonmetallic sheathed cable will be permitted, provided the following rules are observed.

OUTLET BOXES, ETC.

(f) At each and every outlet, install an approved outlet box similar to those used in conduit construction.

In no case shall tapping or splicing of wires be permitted except within an outlet box, switch box, or accessible junction box.

NONMETALLIC SHEATHED CABLEFIRE LIMITS

(g) Where Nonmetallic Sheathed Cable is used within the Primary Fire Limits, or Secondary Fire Limits of said city, it shall be enclosed within iron armored conduit or metal raceway.

QUALITY

The Nonmetallic Sheathed Cable shall be of an approved make.

RULES

(h) Where Nonmetallic Sheathed Cable is used within the corporate limits of said city, outside of the Primary or Secondary Fire Limits, the following rules shall govern:

WHEREUSED

(i) Where Nonmetallic Sheathed Cable is used in any building or structure, except residences containing less than two apartments, it shall be enclosed within iron armored conduit or metal raceway.

LIMITATION

(j) Whenever Nonmetallic Sheathed Cable is used in any residence containing not more than two apartments outside of the Primary or Secondary Fire Limits, the following rules shall govern:

OUTLET BOXES, ETC.

(k) At each and every outlet, install an approved outlet box similar to those used in conduit construction.

In no case shall tapping or splicing of wires be permitted, except within an outlet box, switch box or accessible junction box.

CIRCUITS AND WIRE

(l) May be used on circuits where the maximum difference in potential between any two wires does not exceed 300 volts; in sizes from No. 14 to No. 8, inclusive, and in two and three-wire assemblies.

USED IN DRY PLACES ONLY

(m) May be used in dry places only and shall not be permitted in stables, laundries, chemical works or other places where dampness is liable or accumulate.

It shall not be laid in plaster, cement or similar finish.

WITHOUT INSULATING SUPPORTS

(n) May be run without insulating supports or separators, exposed on woodwork, plaster cement or brick where these surfaces are always dry.

Shall be supported by approved fastening devices spaced not farther than 4 feet apart.

SUPPORTS

(o) May be used and fished from outlet without supports in completed buildings.

CONTINUOUS LENGTHS

(p) Shall be run in continuous lengths without taps or splices from outlet to outlet.

PROTECTION

(q) Shall be suitably protected where subject to mechanical injury, by iron armored conduit. When run through timbers, shall be as near as practical to the center of horizontal wall studs and not less than two inches from the upper edge of floor joists.

APPROVED CONDUIT

(r) May be used in approved conduit, when the regular installation rules for conduit are followed.

FITTINGS

(s) Shall be provided with approved outlet boxes or plates to which it shall be securely fastened by approved fittings.

COVERING NOT INJURED

(t) Shall be so handled that the outside covering will not be injured.

HOUSING PURPOSES

(u) All residences or structures used for housing purposes within the corporate limits of said city shall be wired in accordance with the following minimum schedule of lighting load:

SERVICE WIRES

(v) All service wires and circuit wires shall be of ample size to properly feed the following minimum schedule of load:

ROOMS DEFINEDLIVING ROOMS, SLEEPING ROOMS WATTAGE

(a) All rooms defined as solariums, living rooms, parlors, dining rooms, libraries, dens or any room of similar nature used for sleeping quarters shall be wired for at least one (1) watt per square foot.

PORCHES, WATTAGE

(b) All other rooms and porches as mentioned above in structures shall be wired for one-half (1/2) watt persquare foot.

SLEEPING ROOMS, PLUGS

(c) All rooms defined as sleeping quarters, together with halls above first floor, shall be wired for not less than one flush plug receptacle in each.

PLUGS

(d) Plug or convenience outlets shall not be considered in determining the wattage requirements of this Code.

PLUG, AMPERES

(e) All flush plug or convenience outlets shall be wired for one (1) ampere each.

BUILDINGS OF OTHER CHARACTER

(f) All buildings or structures within the corporate limits of said city not specified under the schedule for residence and buildings used for housing purposes shall be wired with the following minimum schedule of lighting load:

WATTAGE

(g) General illumination two (2) watts per square foot of floor area.

SHOW WINDOWS, WATTAGE

(h) Show or display windows shall be wired for five (5) watts per square foot.

RESTRICTIONS

(i) Lighting of show cases, wall cases, plug or convenience outlets, shall not be considered to be determining the wattage requirements.

OFFICES, ETC., WATTAGE

(j) All offices or portions of buildings used as offices shall be wired for two (2) watts per square foot.

OFFICES, PLUGS

(k) In addition thereto, each office room shall be provided with at least two plug outlets of one (1) ampere capacity each.

AUDITORIUMS, CHURCHES, ETC., WATTAGE

(l) All auditoriums churches or buildings of similar character shall be wired for at least two (2) watts per square foot.

ROOMS NOT USED FOR ASSEMBLY PURPOSES, WATTAGE

(m) All rooms in auditoriums, churches, buildings of similar character, other than those used for assembly purposes shall be wired to a capacity as specified under residence lighting.

ROOMS MORE THAN 200 SQ. FT. PLUGS, WATTAGE

(n) In addition thereto, each room having more than two hundred (200) square feet of floor area shall be wired for two (2) plug or convenience outlets each. Plug or convenience outlets shall not be considered in determining the wattage requirements.

ROOMS IN SCHOOL BUILDINGS, WATTAGE

(o) All rooms in school buildings except corridor shall be wired for at least one and one-half (1½) watts per square foot.

CLASSROOMS PLUGS

(p) Each classroom shall be wired for at least two (2) plug outlets in each room, one ampere each.

RESTRICTIONS

(q) Plug or convenience outlets shall not be considered in determining the wattage requirements.

ASSEMBLY ROOMS, GYMNASIUM, ETC. WATTAGE

(r) The assembly rooms, gymnasium, etc., shall be wired as specified for auditorium and churches.

FACTORIES, GARAGES, SHOPS, WATTAGE

(s) All other buildings, such as factories, garages, shops, etc., not specified above, shall be wired for not less than one (1) watt per square foot.

ELECTRIC SERVICE MAINSSUB SECTION 7INTERIOR WIRES - LIGHT AND POWER

(a) Be it further ordained, That the interior wires for service mains for both light and power of all buildings and structures within the corporate limits of said city, shall be installed in rigid iron armored conduit from meter location to the exterior of building nearest the secondary mains and shall not be smaller than No. 10B and S Gauge rubber covered wire. The service wires shall extend three feet outside of the wire entrance.

SWITCHESSAFETY ENCLOSED TYPE

(b) Knife switches for all installations shall be of the safety enclosed type.

SERVICE WIRESNUMBER AND GAUGE

(c) The minimum size of service wires shall be as follows.

Two wire service 1-4 circuits, No. 10 B and S Gauge.

Three wire service, 5-10 circuits, No. 8 B and S Gauge.

Three wire service, 11-16 circuits, No. 6 B and S Gauge.

Three wire service, 17-22 circuits, No. 4 B and S Gauge.

Three wire service, 23-30 circuits, No. 2 B and S Gauge.

Three wire service, 31-40 circuits No. 0 B and S Gauge.

Three wire service, 41-50 Circuits No. 00 B and S Gauge.

INTERIOR SERVICE, WIRE, LIGHTING

(d) The interior service wires for lighting of all buildings and structures within the corporate limits of said city except as outlined in the above schedule, shall be of ample capacity to carry the entire load as outlined in this Code plus all plug or convenience outlets connected to lighting circuits.

LOCATION OF SERVICE ENTRANCES

(e) In no case shall service entrances be so located as to make it necessary to run service wires on or over roofs or along the exterior walls of buildings in order to reach the electric utility's mains as located in the public street or alley.

SERVICE WIRES LABELED

(f) In all single-phase three wire or 3-phase 4-wire services, and in all 2-wire service one wire (the neutral wire) entrance and at the meter for connection to the grounded wire of the secondary distribution mains of either the single phase or 4-wire systems.

FUSES REQUIRED

(g) Fuses shall be provided ahead of the meter in one fuse per circuit two-wire services in the outside (200 volt) wires of three wire, single-phase services and in all except the neutral wire of polyphase services.

NEUTRAL WIRE

The neutral wire of all services shall not be fused ahead of the meter.

PLUG RESTRICTION

(h) PLUGS OR CONVENIENCE OUTLETS SHALL NOT BE CONSIDERED IN DETERMINING THE WATTAGE REQUIREMENTS.

POWER WIRINGINSTALLATION

(i) All electrical wiring for power installed within any building or structure within the corporate limits of said city shall be installed as follows:

METALLIC CONDUIT OR METAL RACEWAY

All electrical wiring for power installed within any building or structure within the corporate limits of said city shall be installed in approved metallic conduit or metal raceway.

MOTOR AND HEATING DEVICES, PROTECTION SWITCH

(j) Each motor, heating device, or appliance, except electrical irons, curlers, percolators, or similar socket appliances shall be protected by an approved externally operated switch, approved controller, or an approved compensator.

CIRCUITS AND FUSES

(k) Each motor of one-half ($\frac{1}{2}$) H. P. or more shall be provided with an individual circuit, starting at a center of distribution, and shall be protected by fuses of proper capacity.

RESTRICTIONS

(l) In no case shall more than three motors of less than one-half ($\frac{1}{2}$) H. P. be placed on one set of fuses.

CENTER OF DISTRIBUTION

(m) All centers of distribution for power having more than four (4) branch circuits shall be mounted on a slate or composition slab, provided with bus bars, enclosed within an approved steel cabinet, equipped with wire gutters and liners.

SINGLE PHASE AND POLYPHASE

(n) In no case shall a single phase and a polyphase motor be placed on the same circuit.

SCHEDULE OF POWER LOAD

(o) In determining the size of mains and subfeeders, the following schedule of power load demands shall be followed:

MOTORS UP TO FIVE

For from one (1) to five (5) motors, 80% of the full-rated load.

MOTORS FIVE AND OVER

For five or more motors, 75% of the full-rated load.

MAINS AND SUBFEEDERS

(p) Mains and subfeeders for all power wiring not covered by all above schedule shall be of ample capacity to care for 100% of the connected load.

SWITCH REQUIREMENTS

(q) All circuits for power to motors or other appliances not covered by the above paragraph, shall have a switch or device installed therein so that all terminals of the circuit attached to said motor or appliance may be disconnected when not in use.

SPECIAL CIRCUIT, RESIDENCES

(r) A special circuit shall be provided in each kitchen of a residence and not more than three (3) additional plug outlets, or 300 additional watts shall be placed on same circuit.

ELECTRIC RANGES, HEATING DEVICES, ETC.,SWITCHES

(s) All electric ranges, heating devices, etc., of a capacity of more than 6 amperes 660 watts and each group of heaters not exceeding 6 amperes 660 watts and each group of heaters not exceeding 6 amperes 660 watts capacity shall be controlled by a switch plainly indicating whether "on" or "off" located within sight of heater arranged to cut off all current from heater.

RESTRICTIONS

Switches controlling subdivided circuits of a heater shall not be considered as taking the place of the main switch called for by this paragraph.

SWITCHES ON RANGES, RESTRICTIONS

(t) The switches on the individual units of electric ranges, etc., shall not be considered as taking the place of the switch required by this rule.

SWITCHES AND PLUGS EXPOSED TO MOISTURE

(u) All plates covering flush wall switches, or flush plug receptacles installed in basements, bathrooms, garages or where exposed to moisture shall be made of nonmetallic material.

SOCKETS EXPOSED TO MOISTURE

(v) All sockets installed in basements, bathrooms, garages or where exposed to moisture, shall be of porcelain type, and if controlled by a pullchain, shall have an insulator installed in such chain.

DEFECTIVE INSTALLATIONSUB-SECTION 8INSPECTOR'S JURISDICTION

(a) Be it further ordained, That when any electrical work, wiring or electrical apparatus is found to have been installed in any manner conflicting with any provisions of this CODE, it shall be the duty of the inspector of Electrical Work to notify in writing the person, firm or corporation who installed the work, that it is defective and they shall immediately correct such defects and notify the inspector of Electrical Work that it has been corrected, who shall thereupon inspect the work and if found satisfactory, issue a certificate of approval therefor.

FINISHED BUILDINGSHAZARDOUS WORK

(b) None of the provisions of this Code shall be construed to affect any building or part of any building now finished or in the course of construction, except if in the opinion of the Inspector of Electrical Work, any system is or has become hazardous, defective, or dangerous to life or property.

EXAMINATION AND CORRECTION

(c) It shall be the duty of the inspector of Electrical Work to make a thorough examination of such system and he shall notify the person, firm or corporation owning or using it, of such defects and it shall be their duty immediately to cause the condemned system to be corrected to comply with the requirements of this Code.

INSTALLATION OF WARM AIR HEATING FURNACESSECTION 263WARM AIR FURNACE HEATING--SUB SECTION 1INTERPRETATION OF TERM

Be it ordained, That warm air furnace heating plants, to which this Code refers, shall consist of one or more warm air furnaces, enclosed within casings, together with necessary appurtenances thereto, consisting of warm air pipes and fittings, cold air of recirculating pipes, boxes and fittings, smoke pipes and fittings, registers, borders and face plates, the same intended for heating buildings in which they may be installed.

BUILDING UNDER CONSTRUCTIONSUB SECTION 2PROVISIONS BY OWNER

(a) Be it further ordained that provisions shall be made by the owner or building contractor, in any building wherein a warm air heating plant is to be installed.

JOIST SPACING

(b) Where warm air register boxes, heads, pipes or stacks are to be installed, joists shall be set not less than sixteen inches (16") on centers.

STUDDING SPACING

Studding shall set directly over and under joists, leaving a space of not less than fourteen inches (14") between studs and joists.

HEADERS

Wherever joists are cut, headers shall be put in to support joists, or use double joists.

SUBFLOORS

(c) All first story single or sub floors shall be continuous.

FLOORS EXTENDED

In all houses having studded exterior walls, these floors shall be extended to the outside sheathing and all spaces between studding shall be closed at the attic line.

ATTIC FLOORSFoot Note 1-

It is strongly recommended that the attic be tightly floored to reduce heat lossess.

CHIMNEYSSUB SECTION 3CONSTRUCTION

(a) Be it further ordained, that the owner or General Contractor shall provided a chimney for the furnace constructed in a manner to comply with the following specifications:

HEIGHT

(b) The chimney shall be absolutely smoke tight throughout its entire length, and shall extend at least three feet (3') above a flat roof and two feet (2') above the ridges of peak roofs.

FLUE LINING

(c) If built of a single thickness of brick or cement blocks, it shall be lined throughout with fire clay flue lining, having not less than three-fourths inch ($\frac{3}{4}$ ") thickness. Flue lining shall be laid in mortar and made air tight and extend at least two inches (2") above highest point of the chimney.

FLUE OPENING

(d) The furnace flue shall have not other opening for attaching any fireplace, furnace, stove, range, water heater, gas or ventilating connection.

FLUE OFFSET

(e) If necessary to offset the flue, it shall be done in such a manner as not to reduce the cross-sectional area nor create a ledge or obstruction, where loose material may lodge.

INTERNAL DIMENSION

(f) Its narrowest internal dimension shall not be less than eight inches (8") and no flue smaller than 8x8 inches rectangular or eight inches (8") diameter round will be considered suitable when hard coal, coke or gas is to be burned or 8x12 inches rectangular or 10 inches (1 in.) round for soft coal, wood or oil.

MINIMUM SIZE

(g) It is strongly recommended that nothing less than 8x12 inches in ternal dimensions be used in any case.

MINIMUM HEIGHTFOOT NOTE 2

It is recommended that the height above the furnace grate be not less than twenty-six feet (26').

FIRE UNDERWRITER'S ORDINANCEFOOT NOTE 3-

It is strongly recommended that all new chimneys be built in strict accordance with the ordinance recommended by the National Board of Fire Underwriters.

METHOD FOR DETERMINING SIZE OF WARM AIR PIPES, WALL STACKS AND FURNACES

(read Explanatory Notes 4-11)

SU SECTION 4FIRST FLOOR ROOMS

- (a) First Floor Rooms,
 Divide square feet of glass by 12,
 Divide square feet of net outside wall by 60
 Divide cubic contents by 800
 Add together the above and multiply by 9.
 The result is the area of the basement pipe.
 The sum of:
 Glass (sq. Ft.) (Note 4) plus 12,
 Net Wall (Sq. Ft.) (Note 5) plus 60 times 9 equals Area of Basement.
 Cubic Contents plus 800 Pipe (Note 10).

SECOND FLOOR ROOMS

(b) Second Floor Rooms,
 Divide square feet of glass by 12,
 Divide square feet of net outside wall by 60,
 DIVIDE CUBIC CONTENTS BY 800
 Add together the above and multiply by 6/
 The result is the area of the basement pipe.
 The sum of:
 Glass (Sq. Ft.) Note 4) plus 12.
 Net Wall (sq. Ft.) Note 5) plus 60 times 6 equals area of Basement.
 Cubic Contents plus 800 Pipe (Note 10).

THIRD FLOOR ROOMS

(c) Third Floor Rooms
 Divide square feet of glass by 12,
 Divide square feet of net outside wall by 60
 Divided cubic contents by 800.
 Add together the above and multiply by 5.
 The result is the area of the basement pipe.
 The sum of:
 Glass (sq. Ft.) (Note 4) plus 12,
 Net Wall (Sq. Ft.) (Note 5) plus 60 times 5 equals Area of Basement.
 Cubic Contents plus 800 Pipe (Note 10).

WALL STACKS

method of Determining Size of Wall Stacks.
 (d) First Floor Rooms,
 Same as Formula (a).
 Second Floor Rooms,
 Deduct 30 per cent from basement pipe area determined in Formula (b).
 Third Floor Rooms,
 Deduct 30 percent from basement pipe area determined in Formula (c).

WALL AREA

Foot Note 5.
 To obtain net outside wall multiply height by width and deduct the glass in all windows and outside doors.

GLASS AREA

Foot Note 4.
 In obtaining glass surface use fullcasement opening.
 An outside door is figured as glass.

UNUSUAL EXPOSURE

Foot Note 6
 For rooms having unusual exposure, ordinarily north, northeast and northwest, add 15 per cent to pipe area.
 For east and west exposure, add 10 per cent.

COLD CEILINGS

Foot Note 7.
 For Cold ceilings, add one-half net area of ceiling to net exposed wall (cold ceilings are those next to underfloored attics.)

PIPE DIMENSIONS

Foot Note 8
 Use no warm air pipe less than 8 inches in diameter.
 If a basement warm air pipe figures greater area than any standard commercial size then the next larger size shall be used.

PIPE LENGTHS

Foot Note 9
 It is understood in using the above values for determining basement warm air pipe areas, that these pipes should be run comparatively straight and that they should not be over 10 to 12 feet in length.
 Sharp turns and long pipes should have extra capacity.

TEMPERATURE

Foot Note 10.
 These formulae are for 70 degrees inside temperature with zero temperature outside.
 For a temperature of 10 degrees below zero, add 10 percent to the capacity of each pipe.

AIR CHANGES

Foot Note 11.
 The value of 800 (used in cubic contents) is for an estimated air change of one room volume per hour.
 If it is desired to provided for $1\frac{1}{2}$ -room volume use the figure 600.
 If for 2-room volumes use the figure 400.
 The factors 9, 6 and 5 in formulas (a), (b) and (c) are calculated for a register air temperature of 175 degrees.

TRANSITION FITTINGS

(e) Transition from warm air pipes to stacks shall be made with a well designed elbow or boot and no stack shall be less than 70 per cent of the warm air pipe area.

SIZE OF REGISTERS

(f) All registers shall have a free area at least equal to the calculated area of the basement pipe.

SIZE OF FURNACE

(g) Add together the actual warm air pipe areas in sq. in. as obtained in formulas (a) (b) and (c), and select a furnace having a free area not less than the sum of all the warm air pipe areas.

INSTALLATION OF FURNACESUB SECTION 5LOCATION

(a) Be it further ordained, That the location of the furnace shall equalize the length of warm air runs as far as possible, yet give necessary preference to pipes supplying living rooms, dining rooms and main halls.

FOUNDATION

(b) Furnace foundation of brick, cement or other incombustible material shall be provided.

The foundation shall extend at least fifteen inches (15") at rear and sides of furnace casing and at least thirty-six inches (36") in front of furnace casing.

Foundation shall be level, the top of which shall be not less than seven feet (7') below the bottom of first floor joists.

ASSEMBLING OF FURNACE

(c) The base ring of the furnace shall be cemented to the foundation, making an air tight joint.

The furnace parts shall be assembled plumb and level, and in a workmanlike manner.

(d) All sections and joints shall be properly fitted.

Joints requiring cement shall be well filled and left smooth inside and outside and all bolts shall be drawn up tightly.

CASINGSSUB SECTION 6ENCLOSURES

(a) Be it further ordained, That warm air furnaces shall be enclosed in metal casing or walls of brick, tile or concrete.

PORTABLE

(b) Portable, sheet metal casings including casing tops shall be made of galvanized sheets, not lighter than 26-U. S. Standard Gauge.

They shall fit the castings and casing rings closely, so as to be dust tight, and shall be securely fastened.

The casing shall be lined from the upper casing ring down to a line on a level with the grate.

SIDE COLLARS

(c) When side collars are used the casing top shall be of sufficient height so that the largest warm air pipe can be taken from side without ovaling.

In no case shall a distance less than eight inches (8") be maintained between the top of any furnace and the top of casing or bonnet.

CEILING PROTECTION

(d) Any furnace, the casing top of which shall come within twelve (12") inches of a combustible floor, ceiling or joist, shall be protected by a metal shield, extending not less than eighteen inches (18") beyond the casing of said furnace.

This shield shall be suspended at least two inches below woodwork, allowing free air space between shield and woodwork.

No furnace casing or top, coming nearer than six inches (6") of ceiling or joists shall be allowed in any case.

PIPE OPENINGS

(e) Openings for side casing collars shall be cut into the casing top, so that the tops of all openings are on a level.

Casing collars shall be fitted into place with a proper flange, or bead on the outside and drawn up on the inside, making a dust tight joint.

All collars shall be of same size as the warm air pipes to which they are to be connected.

BRICK CASINGS

(f) Brick set, cement or hollow tile casings shall be constructed as follows:

Walls shall be not less than eight inches (8") in thickness, and shall be constructed air tight.

Rectangular casing shall be, with least inside dimensions, the same as that of the portable casing of a corresponding size of furnace.

Walls shall be carried to the same height as the portable walls, allowing not less than eight inches (8") between the top of the furnace and the bottom of the top cover.

After placing the collars for the warm air pipes, continue the masonry up even with the top of the collars.

Spacing rods of bar iron on edge or angle irons across the furnace top, cover these with sheet iron, cover the sheet iron with masonry and run the side walls four inches (4") above the masonry bed.

A galvanized iron casing bonnet may be used on brick set furnaces.

Provisions shall be made in the walls for a manhole to give ingress to heater.

WARM AIR PIPES IN BASEMENTSUB SECTION 7MATERIAL AND CONSTRUCTION

(a) Be it further ordained, That all warm air pipes shall be made of bright tin not lighter than 10, or galvanized iron.

Side seams shall be locked seams.

All joints shall be either double seamed or lapped not less than one and one-quarter inches (1 $\frac{1}{4}$ ") and such joints shall be securely fastened.

All pipes shall be properly secured to ceiling or joist.

Any pipe twelve inches (12") or greater in diameter shall not be made of material lighter than 10 tin or No. 30-U. S. Standard Gauge galvanized iron.

(b) No warm air pipe shall run within one inch (1") of any woodwork unless such woodwork is covered with asbestos paper.

(c) All warm air pipes in the basement shall be provided with dampers not more than two feet from the casing.

(d) Where warm air pipes pass through a masonry wall, a metal thimble shall be provided, having a diameter at least 1 inch greater than the pipe.

WALL STACKSSUB SECTION 8SINGLE MATERIAL AND CONSTRUCTION

(a) Be it further ordained, That all single wall stacks or wall pipes, heads, boots, ells, tees, angles and other connections shall be made of bright tin or galvanized iron and shall be covered with not less than onethickness of 12 lbs. per one hundred (100) square feet of abestos paper.

An air space of not less than three-eighths (3/8) of an inch shall be allowed on the two sides nearest the vertical studs.

All such pipes shall be braced in a proper manner so as not to obstruct the flow of air but to retain the full capacity throughout.

All joints shall be locked or held in place by means of screws, straps or S. clamps.

No joint shall depend wholly upon solder to make it tight.

DOUBLE MATERIAL AND CONSTRUCTION

(b) All double wall stacks or wall pipes, heads, boots, ells, tees, angles and other connections shall be made of bright tin, not lighter than 10 or galvanized iron and shall be made double from and including the boot or foot piece in basement to the top of each and every stack and register head on all floors.

There shall be continuous uniform air space of not less than five-sixteenths (5-16) of an inch, which shall be maintained between the outer and inner walls of all such pipes and fittings of all kinds, styles or equal to those accepted by the National Board of Fire Underwriters.

SUPPORTS AND JOINTS

(c) All pipes and fittings either single or double shall be secured firmly in place by lugs or straps attached to the outer walls of stacks and fittings, and not nails shall be driven through these stacks or fittings at any point.

No wall pipes or fittings shall be used which depend wholly on soldered joints.

The various members shall be so made that all joints are locked and soldered and the several members shall be attached to each other with slip joints, which are, for the purpose intended, air tight.

REGISTERSSUB SECTION 9CONSTRUCTION

(a) Be it further ordained, That when baseboard or wall registers are used, they shall be properly attached to the stack head in such manner that will prevent any leakage of air between the head and the register,

REGISTERS AND LOCATION

(b) The warm air registers in the various rooms shall be located in or near the inside walls in all cases where possible.

AIR SUPPLY TO FURNACESUB SECTION 10SOURCE OF SUPPLY

(a) The air supply to furnace for warm air heating plants may be taken from outside or from within the building or may be taken partially from outside and partially from within

In no case, however, shall air be supplied to any furnace from any basement or furnace room.

INSIDE SUPPLY

(b) The cold air intake or return where air is taken from within the building shall have a net area throughout its entire length of not less than the combined net area of all warm air pipes leading from the furnace.

This may be maintained in one or more ducts.

OUTSIDE SUPPLY

(c) When the cold air supply is taken wholly from the outside of the building the supply duct at its most contracted area shall equal or exceed eighty per cent (80%) of the combined area of all warm air pipes leading from the furnace.

DIMENSIONS AND CONSTRUCTION

(d) Cold air ducts shall be constructed of metal, tile or other incombustible material having smooth inner surface and shall maintain a constant net area throughout their entire length and shall be made air tight.

Where cold air duct is connected to the casing at the base, the opening shall not extend higher than a line on the level of the top of the grate of the furnace.

The width of the shoe shall be of the proper measurement to make the area at least equal to that of the round or square pipe to which it is connected.

AIR SUPPLY BETWEEN JOISTS

(e) Wherever the space between joists is used to convey cold air over head, galvanized iron to be used shall be made tight as possible, and all joist or wood surfaces shall be covered by metal.

The connection from this pan to the boot or shoe shall be made of galvanized iron and shall have a transition collar the top area of which shall be at least 10 per cent greater than the area of the connecting pipe.

COLD AIR FACES

(f) The cold air face or faces shall be made of wood, or metal.

When set in floors the top surface shall be flush with floor.

Where cold air face is placed in a seat or side wall (whether furnished by owner, general contractor or furnace contractor) the open work of face shall extend to within at least one inch (1") of the floor line.

The free area of cold air faces shall be at least 10 percent in excess of the free area of the duct or ducts to which they are connected.

SMOKE PIPESSUB SECTION 11CONSTRUCTION AND DIMENSIONS

(a) Be it further ordained, That the smoke pipe shall be as short and direct as consistent with the location of the furnace.

The smoke pipe shall be made of either black or galvanized iron not lighter than No. 24 U. S. Standard Gauge and of the full size of the collar on the furnace throughout its entire length.

It shall have no other opening for attaching any fireplace, stove, range, water heater, gas or ventilating connection.

It shall be locked, ~~seamed~~ or riveted; all joints shall lap not less than one and one-half inches ($1\frac{1}{2}$ ") and shall be rigidly secured.

Cast iron smoke pipe may be used.

THIMBLES AND INSULATION

(b) Where the smoke pipe enters the flue, a thimble shall be cemented into the flue and the connections thereto made air tight.

Should any smoke pipe come within eighteen inches (18") of any combustible material, such combustible material shall be covered with asbestos paper and a metal shield so fastened that a two-inch air space exists between this shield and the combustible material.

This shield shall be not less in size than twice the diameter of the smoke pipe and of sufficient length to cover the wood at all points.

PIPELESS OR ONE-PIPE FURNACES

SUB SECTION 12

GENERAL CONSTRUCTION

(a) Be it further ordained, That when one duplex grating is used for both warm air and cold air in a so-called pipeless furnace, the area of the cold air intake shall be at least equal to the area of the warm air outlet of the grating.

Sub Section 6, relative to casing shall not govern when this type of furnace is installed but the following specification shall be followed:

The inner and outer casing of this type of furnace may be made of either black or galvanized iron not lighter than No. 26 U. S. Standard Gauge.

A Uniform air space shall be maintained at all points between the inner and outer casing.

In no case shall the top of the furnace allowed be closer than twelve inches (12") to any ceiling or joists above the furnace.

FLOOR CONSTRUCTION

(b) Where joists are cut to accommodate this type of furnace, headers shall be put in and braced so as not to weaken the structure of the floor above the furnace.

RESTRICTIONS

(d) Sub section No. 4 for determining area of warm air pipe shall not govern in figuring a pipeless furnace.

REGISTERS AND FACES

(d) Where one warm air register face is used, and separate face or faces for cold air supply are used, then Sub Section 7 and 10 shall apply

PROTECTION OF PERSONS EMPLOYED ON BUILDINGS

SECTION 264

COMMISSIONER TO REQUIRE PROPER SCAFFOLDS AND SAFEGUARDS

(a) Be it further ordained, That the Building Commissioner be and is hereby authorized to require such safeguards and precautions taken by contractors, sub contractors and owners when constructing buildings as he considers necessary for the proper protection against accidents to the workmen employed on the work,

GIVEN SPECIAL RIGHT TO SAFEGUARD LIFE AND PROPERTY

(b) He shall also have the right to require such changes not specifically mentioned in this Code as will conserve and safeguard life and property.

PROTECTION OF LIFE AND LIMB

SECTION 265

MACHINES TO BE GUARDED

Be it further ordained, That in every factory, mill or other like place where belting, gearing, shafting or other machinery are used, the same shall be guarded in such manner as will reasonably protect persons employed or passing near the same.

VIOLATIONS AND PENALTIES

SECTION 266

Be it further ordained, That any person or persons, firm or corporation including owners agents contractors, mechanics or workmen violating any of the terms or provisions of this Code or failing to comply with any of the same, except where a specific penalty is otherwise provided herein shall be fined for the first offense, not less than five dollars (\$5.00) not more than fifteen dollars (\$15.00) and for the second offense not less than fifteen dollars (\$15.00) nor more than fifty dollars (\$50.00) and for any subsequent offense, not less than fifty dollars (\$50.00) and not more than one hundred dollars (\$100.00) and in addition thereto any license heretofore issued to such offender may be revoked and where such violation is of a continuing nature, each day such person, firm or corporation violates any such provision, or fails to conform with any such provision of this Code shall be deemed a separate offense.

REPEALING SECTION

SECTION 267

Be it further ordained, That all former ordinances of the City of Fort Wayne affecting or relating to the construction, alteration or removal of buildings or other structures and all other ordinances or parts thereof inconsistent with or in conflict are hereby repealed.

CONSTITUTIONALITY

SECTION 268

Be it further ordained, That if any provision of this Code shall be held to be unconstitutional or void for any reason by any court, the other provisions of this Code shall not be thereby affected but shall remain in full force and effect.

WHEN EFFECTIVE

SECTION 269

Be it further ordained, That this ordinance to be known as the Building Code shall take effect from and after its passage and approval by the Mayor and its legal publication

WE HEREBY CERTIFY, That the Common Council of the CITY OF FORT WAYNE, INDIANA, at a REGULAR meeting, held on the 14th day of DECEMBER, 1926, by a majority vote of all the members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1328

BEN F. BENNETT
President

LEONARD H. ELLENWOOD
City Clerk.

Presented to the MAYOR for approval on the 23 day of DECEMBER 1926

LEONARD H. ELLENWOOD
City Clerk

Approved this 23rd day of DECEMBER, 1926.

WM. C. GEAKE.

GENERAL ORDINANCE NO. 1329.

An ORDINANCE fixing the compensation of employees in the FIRE DEPARTMENT.

Be it ordained by the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA,

SECTION 1. That the following employees of the Department of Public Safety in the FIRE DEPARTMENT shall receive the following salaries respectively, from and after the 1st day of JANUARY, 1927:

The Chief of the FIRE DEPARTMENT shall receive a salary at the rate of \$255.00 per month.

The Assistant Chief shall receive a salary at the rate of \$215.00 per month.

The Battalion Chiefs shall each receive a salary at the rate of \$205.00 per month.

The Electrician, being the Superintendent of the FIRE ALARM SYSTEM, shall receive a salary at the rate of \$215.00 per month.

The Assistant Electrician being Assistant Superintendent of the Fire Alarm System shall receive a salary at the rate of \$190.00 per month.

The Master Mechanic shall receive a salary at the rate of \$200.00 per month.

The Assistant Master Mechanic shall receive a salary at the rate of \$180.00 per month.

The Captains shall each receive a salary at the rate of \$165.00 per month.

The Lineman shall receive a salary at the rate of \$175.00 per month.

All Hosemen, Truckmen, Drivers, Tillermen, Alarm and Telephone Operators and other privates of the department including the Secretary of the Chief shall each receive during the first six months of their employment \$140.00 per month; during the second six months of their employment, they shall receive a salary at the rate of \$145.00 per month and thereafter during their employment they shall receive a salary at the rate of \$150.00 per month.

SECTION 2. That this ordinance shall be in full force and take effect from and after its passage and approval by the MAYOR.

S. HARRY FISHER.

BE HEREBY CERTIFY, That the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA, at a REGULAR meeting, held on the 28th day of DECEMBER, 1926, by a majority vote of all the members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1329.

BEN F. BENNETT
President.

LEONARD H. ELLENWOOD.
City clerk.

Presented to the MAYOR for approval on the 6th day of JANUARY 1927.

LEONARD H. ELLENWOOD.
City Clerk.

Approved this 7th day of JANUARY 1927.

WM. C. GEAKE.
Mayor.

GENERAL ORDINANCE 1330.

An Ordinance fixing the Compensation of Employees of the Police Department, as amended DECEMBER 28, 1926.

Be it ordained by the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA:

SECTION 1. That the following employees under the department of PUBLIC SAFETY in the POLICE DEPARTMENT shall receive the following salaries respectively, from and after the 1st day of JANUARY, 1927:

The Chief of Police shall receive a salary at the rate of \$255.00 per month.

The Captain of Police shall receive a salary at the rate of \$220.00 per month.

The Captain of detectives shall receive a salary at the rate of \$215.00 per month.

The Lieutenants shall each receive a salary at the rate of \$195.00 per month.

The Sergeant detectives shall each receive a salary at the rate of \$175.00 per month.

The Patrol Sergeants and Desk Sergeants shall each receive a salary at the rate of \$165.00 per month, except TRAFFIC SERGEANT \$170.00 per month.

The WOMEN SERGEANT shall receive a salary at the rate of \$160.00 per month.

The Chief's Secretary shall receive a salary at the rate of \$125.00 per month.

The Humane Officer shall receive a salary at the rate of \$140.00 per month.

(The LINEMAN shall receive a salary at the rate of \$175.00 per month.)

The GARAGE ATTENDANT shall receive a salary at the rate of \$145.00 per month.

ALL PATROLMEN, CALL CLERKS, STATIONMASTERS, WAGON DRIVERS, MOTORCYCLE MEN, TRAFFIC MEN, POLICEWOMEN and others of the department shall each receive during the first six months of their employment a salary at the rate of \$140.00 per month; during the second six months of their employment, each shall receive a salary at the rate of \$145.00 per month and thereafter, each shall receive a salary at the rate of \$150.00 per month.

SECTION 2. That this ordinance be in full force and take effect from and after its passage and approval by the MAYOR.

S. HARRY FISHER.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA, at REGULAR meeting, held on the 28th day of DECEMBER, 1926, by a majority vote of all the members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1330.

BEN F. BENNITT
President.

LEONARD H. ELLENWOOD.
City Clerk.

Presented to the MAYOR for approval on the 6th day of JANUARY, 1927.

LEONARD H. ELLENWOOD.
City Clerk.

Approved this 7th day of JANUARY 1927;

WM. C. GEAKE.
Mayor.

GENERAL ORDINANCE NO. 1331

An ordinance fixing the salaries of Clerks in the Office of the CITY CONTROLLER.

Be it ordained by the COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That on and after the first day of JANUARY, 1927, the salary of the Assistant to the Deputy Controller be and the same is hereby fixed at the rate of ONE HUNDRED FIFTEEN DOLLARS (\$115.00) a month; that the salary of the Bond and Coupon Clerk be and the same is fixed at the rate of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per month.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the mayor.

CHESTER HINTON.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA, at a REGULAR meeting, held on the 28th day of DECEMBER, 1926, by a majority vote of all the members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1331

BEN F. WENNETT.
President.

LEONARD H. ELLENWOOD.
City Clerk.

Presented to the MAYOR for approval on the 6th day of JANUARY, 1927

LEONARD H. ELLENWOOD
City Clerk.

Approved this 7th day of JANUARY 1927.

WM. C. GEAKE
Mayor.

GENERAL ORDINANCE NO. 1332

An Ordinance fixing the salary of the City Inspector of Weights and Measures and repealing ordinances in conflict therewith.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the salary of the City Inspector of Weights and Measures, be and the same is hereby fixed at the rate of Two Hundred Dollars (\$200.00) per month beginning on the 1st day of January, 1927.

SECTION 2. That the payment of the salary set out in Section One hereof shall be in full payment of all services rendered by said City Inspector of Weights and measures by and through any division or department of said City, and shall constitute the entire salary of said City Inspector, and all ordinances creating any salary payable to the City Inspector by that title or any other title are hereby repealed.

SECTION 3, That General Ordinance No. 1234, "an Ordinance creating the position of Market Scale Inspector and fixing a salary" passed December 23, 1924 is hereby repealed.

SECTION 4. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Edw. H. Hunsaker

Done at the Council Chamber, this 28 day of December, 1926, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 28 day of December, 1926 by a majority vote of all the members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1332

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 6 day of January, 1927

LEONARD H. ELLENWOOD
City Clerk

Approved this 7th day of January, 1927

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1333

An Ordinance ratifying and approving a contract between the City of Fort Wayne by and through its Board of Public Works and The National Mill Supply Company by and through S. A. Lehman, its President, for the furnishing of machinery material for use in the City Light Department.

WHEREAS, on the 13 day of December, 1926, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with The National Mill Supply Company of Fort Wayne, Indiana for the furnishing of certain machinery material to be used in the City Light Department, which contract is in the following words and figures:

This Agreement made and entered into this 13 day of December, 1926 by and between The National Mill Supply Company of Fort Wayne, Indiana by and Through S. A. Lenman its President, hereinafter known as the contractor, and the City of Fort Wayne, by and through its Board of Public Works, hereinafter known as the purchaser, witnesseth:

That said contractor agrees to sell and the purchaser agrees to buy, for and in consideration of the sum of sixty-six hundred sixty-seven dollars (\$6667.00) to be paid to the contractor by the purchaser as hereinafter provided, the machinery material consisting of:

- (a) One Reciprocating feeder
- (b) One Steel Enclosed Elevator
- (c) One belt conveyor
- (d) Twenty-five duplex valves
- (e) Traveling-loading car
- (f) One Weight Larry.

All of said machinery material shall be furnished by the contractor in good shipping order F. O. B. cars Columbus, Ohio, and shall conform substantially to the drawings of the Columbus Conveyor Company No. S-851-1 Sh-1 and shall conform to the specifications set forth in a proposal by the Columbus Conveyor Company to the Fort Wayne Municipal Light Plant dated November 20, 1926, all of which specifications are by reference made a part of this contract.

The contractor agrees to furnish all material described in this agreement, in approximately four weeks from date of execution of this contract, receipt of complete information, and approval of drawings by the purchaser.

The purchaser shall not require the contractor to supply any safety devices, specified by law, or otherwise, except those devices specifically mentioned in this agreement.

One coat of paint, grease or oil, shall be applied by the contractor to all exposed machinery parts prior to shipment.

The right is reserved by the contractor to make any change in material or design, which, in its judgment, are necessary for the improvement or more perfect operation of the plant specified in this agreement.

The contractor warrants the within specified machinery to be suitable for the purpose named and any part of parts which are defective in workmanship or material, will be replaced without charge, F. O. B. factory, within six months from date of shipment, if the

purchaser has immediately notified the contractor in writing, of such defects, and an examination provides the claim. It is expressly agreed that no other claims for labor or damages will be allowed. The purchaser shall not hold the contractor responsible for work done, repairs made, or material furnished by other, unless specifically agreed to in writing, and the contractor reserves the right of doing or superintending such necessary repair work.

Should the progress of the work be delayed or interrupted by the purchaser or changes in the original plans be made, the purchaser shall pay the contractor the proven additional expense resulting from such cause.

The contractor will protect the purchaser in the use of the within specified machinery, against any and all claims of patent infringement, provided the purchaser has immediately reported such claims to the contractor in writing and will permit the contractor to defend same at its expense.

The purchaser shall not hold the contractor liable for any loss, damage, or delay due to transportation, accident, fire, strike, civil or military authority, insurrection of any causes beyond its control.

The contractor will consider no claim for shortages or errors, unless such claim is made immediately after receipt of shipment.

Payment shall be made in current funds of the United States at par, at Columbus, Ohio, as follows: Fifty percent. (50%) when machinery is shipped, or is ready to ship. Twenty-five percent (25%) thirty day, and Twenty five per cent. (25%) sixty days thereafter. Overdue payments will bear interest.

If the purchaser so desires, the contractor will furnish an experienced millwright who will superintend the installation of the machinery specified within, said millwright to be in the employ, and subject to the directions of the purchaser.

The purchaser agrees to pay not to exceed \$8.50 per day of eight hours, and fifty percent. (50%) additional overtime, for the millwright's services, and in addition will pay all necessary traveling and living expenses, such charges to be reckoned from the time the millwright leaves the contractor's plant, until his return.

It is agreed that the purchaser is to provide all necessary tools and labor to enable the millwright to perform his work without unnecessary delay. If these tools are furnished by the contractor, the purchaser agrees to pay transportation charges to and from the factory, and also a reasonable sum for their use.

The purchaser agrees to reimburse the contractor for any damage to the contractor's tools, while in the purchaser's possession.

The purchaser agrees to pay for such services and expense on the 1st and 15th of each month during the life of this contract.

In Witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

THE NATIONAL MILL SUPPLY COMPANY

By S. A. Lehman, Pres.

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE,
INDIANA

By J. T. Johnson

Tom Snook

William S. O'Rourke

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore entered into on the _____ day of December, 1926 between the City of Fort Wayne, Indiana by and through its board of Public Works and The National Mill Supply Company by and through S. A. Lehman, its President, as more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Edw. H. Fisher.

Done at the Council Chamber this 28 day of December 1926 City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the common Council of the City of Fort Wayne, Indiana at a Regular meeting, held on the 28 day of December, 1926 by a majority vote of all members elect, did pass the ordinance hereto attached, and known as General Ordinance No. 13333

Ben F. Bennett President

Leonard H. Ellenwood, City Clerk

Presented to the Mayor for approval on the 6 day of January, 1927,

Leonard H. Ellenwood

City Clerk

Approved this 7th day of January, 1927

Wm. C. Geake

Mayor

GENERAL ORDINANCE NO. 1334

21.10V

An Ordinance fixing the salary of the Inspector of Buildings, Inspector of Electrical Work, Inspector of Plumbing, Assistant Inspector of Buildings and Clerk to the Department of Buildings, as amended December 28, 1926.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That on and after the 1st day of January, 1927, the salary of the Inspector of Buildings be and the same is hereby fixed at the rate of Two Hundred Fifteen Dollars (\$215.00) a month: That the salary of the Inspector of Electrical Work be and the same is hereby fixed at the rate of One Hundred Ninety-five Dollars (\$195.00) a month; that the salary of the Inspector of Plumbing be and the same is hereby fixed at the rate of One Hundred Ninety-five Dollars (\$195.00) per month; that the salary of the Assistant Inspector of Buildings, be and the same is hereby fixed at the rate of One Hundred Sixty Dollars (\$160.00) a month and that the salary of the Clerk to the Department of Building be and the same is hereby fixed at the rate of Ninety Dollars (\$90.00) per month.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Harry M. McMillen

Done at the Council Chamber this 28 day of December, 1926, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 28 day of December, 1926 by a majority vote of all the members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1334

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 6 day of January, 1927

Leonard H. Ellenwood
City Clerk

Approved this 7th day of January, 1927

Wm. C. Geake
Mayor

GENERAL ORDINANCE NO. 1335

An Ordinance approving a contract between the Fort Wayne Journal-Gazette and the City of Fort Wayne, Indiana, by and through its Board of Public Works, covering the Printing of the Proceedings of the Common Council for year 1927.

WHEREAS, heretofore on the 11th day of January, 1927, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with the Fort Wayne Journal-Gazette, covering the Printing of the Proceedings of Common Council, which contract is in the following words;

CONTRACT AND BOND.

THIS AGREEMENT, made and entered into this 11th day of January, 1927, by and between the Fort Wayne Journal-Gazette party of the first part, and the City of Fort Wayne, Allen County, State of Indiana, by and through its Board of Public Works, party of the second part, WITNESSETH:

That the party of the first part covenants and agrees to print in the Fort Wayne, Journal-Gazette Proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1st, 1927, until December 31st, 1927, and to furnish the parties of the second part, One Hundred and Twenty-five (125) copies of the Proceedings of each Council Meeting bound in Pamphlet Form, and to furnish and complete upon the termination of this contract, on December 31st, 1927, fifty (50) copies of the Proceedings of the Entire Year, bound together with an index for each of said copies. All of said fifty (50) copies to be bound with Buckram, and also Twenty-five (25) copies to be bound in cloth.

The party of the first part expressly agrees to perform all the work and furnish all material in accordance with the terms and conditions of the specifications on file in the office of the Departments of Public Works of said City, and to the entire satisfaction of the Board of Public Works.

It is understood and agreed by the parties hereto that the specifications shall be and are hereby made an part of this contract as fully and effectually as if copied in full length.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same to the foregoing Fort Wayne Journal-Gazette shall be at the rate of One Dollar and Ten Cents (\$1.10) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index which shall be measured as two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and that the price for publishing all ordinances and other publications required to be made by law, shall be One Dollar and Ten Cents (\$1.10) per inch, column width, to be measured as the same appear in said paper.

It is further agreed by the parties hereto, that in case the first party fails to perform all the conditions required by this contract, to be performed by it, the parties of the second part shall have the right to take charge of said work and the same done and deduct the cost thereof from any amount then due the party of the first part.

The party of the first part agrees that in the prosecution of said work all proper skill will be exercised and the party of the first part agrees to furnish good and sufficient bond in the sum of Two Thousand (\$2000.00) Dollars payable to the City of Fort Wayne, Indiana, or the faithful performance of all of the conditions of this contract.

IT IS HEREBY AGREED THAT NO ASSIGNMENT OF THIS CONTRACT shall be made without the written consent of said parties of the second part.

IN TESTIMONY THEREOF, THE FOREGOING NAMED PARTIES HAVE HEREUNTO set their hands and seals this 11th day of January, 1927.

The Journal-Gazette Co.

By L. G. Ellingham, Pres.

Party of the First Part

J. T. Johnson

Tom Snook

William S. O'Rourke

City of Fort Wayne Indiana,
Through its board of Public Works, Party
of the 2nd Part.

ATTEST: Agatha E. Diek
Secretary.

MAYOR

KNOW ALL MEN BY THESE PRESENTS, That, we, the Journal-Gazette Co. as principal, and L. D. Ellingham of Allen County, State of Indiana, are held and firmly bound to the City of Fort Wayne, Indiana, in the penal sum of Two thousand (\$2000.00) Dollars, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are such that if the above named party of the first part shall faithfully comply with the foregoing contract, made and entered into this 11th day of January, 1927, with the City of Fort Wayne, Indiana, and shall fulfill all the conditions and stipulations therein contained, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

WITNESS OUR HANDS AND SEALS THIS 11 DAY OF JAN. , 1927.

The Journal Gazette Co.
BY L. G. Ellingham Pres.

Party of the First Part.

Approved this 11 day of January, 1927.

J. T. Johnson

Tom Snook

William S. O'Rourke

Board of Public Works

ATTEST Agatha L. Deek
Secretary

STATE OF INDIANA)
(SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said county and State, personally appeared L. G. Ellingham of and for the Fort Wayne Journal-Gazette, and acknowledged the execution of the foregoing instrument for the use and purposes therein mentioned.

Witness my hand and notarial seal this 11th day of January, 1927.

A. F. Scelerer

Notary Public My Commission
Expires June 26, 1929

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract heretofore entered into on the 11th day of January, 1927, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the Fort Wayne Journal-Gazette, by and through its Pres. L. G. Ellingham, covering the printing of the proceedings of the Common Council for the 1927, as fully set out in the preamble hereto, be, and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Harry F. Zimmerman

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a Regular meeting, held on the 11th day of January, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO 1335

Ben F. Bennett President.

Leonard H. Ellenwood, City Clerk

Presented to the mayor for approval on the 17 day of January, 1927

Leonard H. Ellenwood
City Clerk

Approved this 18th day of January 1927

Wm. C. Geake
Mayor

Done at the Council Chamber this 11 day of January, 1927, city of Fort Wayne, Indiana

GENERAL ORDINANCE NO. 1336.

An Ordinance, to regulate the resail sale and distribution of coal and coke, in the CITY of FORT WAUNE; To provide for the licensing of dealers in such fuel products; To provide for delivery tickets giving the weight and description thereon; To provide for truthfully describing such products in advertising and selling; Designating a time when the same shall take effect and prescribing a penalty for the violation thereof; as amended JANUARY 11, 1927.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That no person, firm, corporation, association or organization of any kind, shall engage in the distribution or retail sale, or in offering for sale or distribute, or in selling and distributing or attempting to distribute, to the ultimate consumer, within the CITY OF FORT WAYNE, any bituminous coal, anthracite coal or coke (each and all of which are hereinafter known and termed as fuel, and such person, firm, corporation, association or organization shall be known as a fuel merchant), without having first duly secured a license for that purpose, as hereinafter provided by this ordinance.

PROVIDED, that this ordinance shall not apply to the sale of fuel to recognized and regularly licensed coal dealers in car load lots, nor to the sale of fuel in car load lots to industries, institutions, firms, individuals, or other purchasers that receive delivery of such fuel for their own use and consumption, and provided further that this ordinance shall not apply to any group of individuals who are buying coal in carload lots, without it being necessary to reweigh for proper delivery to them, and

PROVIDED FURTHER that this ordinance shall not apply to so-called basket peddlers selling in lots of less than one hundred pounds.

SECTION 2. Any person, firm, corporation or association desiring to conduct or engage in the business of fuel merchant, or to engage in the sale or distribution of coal at retail shall make application in writing to the CITY CONTROLLER FOR A LICENSE SO TO DO, on blanks which shall be supplied for that purpose, specifying and giving the following information:

The name under which such business is to be operated.

The address of the principal office from which such business will be conducted.

Nature of the organization, as to whether or not the applicant is a person, firm, corporation or association.

The name of the owner or officers of such organization.

The location or address of all storage or delivery yards.

Location of scales used and their capacity; Number of railroad switches, and the name of railroads serving same.

That applicant is familiar with the terms of this ordinance regulating the sale and distribution of fuel.

That applicant possesses, lessor or has continuous access to sufficient and necessary scales and weighing facilities that have been sealed by the inspector of weights and measures.

SECTION 3. The license fee for a fuel merchant's license, as contemplated in this ordinance, shall be \$25.00 plus \$15.00 for each and every additional branch delivery yard and office operated and maintained for the sale and distribution of coal.

SECTION 4. Each fuel merchant's license shall have a serial number as affixed and given by the CITY CONTROLLER, which serial number may be retained by the licensee from year to year, provided the license of said fuel merchant is properly renewed and granted. Said license shall authorize such person, firm, corporation or association to engage in the retail business of a fuel merchant as hereinafter set out and defined, for a period of one year, beginning on the first day of JANUARY and ending on the 31st day of DECEMBER of each year. No license shall be granted for a period of less than one year, and the full year's license fee shall be paid in each case, and under no circumstances shall any license be transferable or assignable.

SECTION 5. Each licensee operating under this ordinance, shall place and maintain conspicuously upon each delivery vehicle used, the serial number of said license, and the name of the said individual, firm, corporation, or association, in letters and figures no less than three inches in height.

SECTION 6. It shall be unlawful for any person, firm, corporation or association to sell or deliver, or attempt to sell or deliver within the city, any coal or coke, without providing the driver of the wagon or other conveyance containing any such fuel, with duplicate delivery tickets for each lot of fuel contained therein, and without each of said duplicate tickets bearing thereon clearly, plainly and legibly, each of the following items pertaining to the lot of fuel in said wagon or conveyance to which said tickets shall relate: (a) The date of such delivery; (b) The name and address of the person, firm, corporation or association selling and delivering or attempting to sell or deliver such fuel; (c) The name or identifying initials of the party who weighed it; (d) The total weight of said wagon or conveyance and its contained fuel; (e) The net weight of said fuel; (f) The name and address of the person, firm, corporation or association to whom such fuel is to be delivered; (g) Either the true, usual and customary name of such fuel, or the name of the state from which it comes together with the name or number of the district, mine or seam from which it was mined; (h) A description which will clearly indicate the size of its preparation and the character of its preparation (i.e. whether six-inch lump, four-inch lump, egg, nut, pea, mine run, shoveled lump, slack or screenings, etc.). Before unloading any of a lot of fuel therefrom, it shall be the duty of the driver of said wagon or conveyance to deliver one of such duplicate delivery tickets, pertaining to the lot of fuel to be delivered, to the purchaser thereof, or to the party to whom delivery thereof is to be made; and upon any demand or request of such purchaser or party or of any police officer, or of the Inspector of Weights and Measures of this City or his deputy, it is hereby made the lawful duty of said driver and of said seller to promptly convey said loaded wagon or conveyance to a public scale that may then be agreed upon by the parties present in interest, or, in the absence of such agreement, to a public scale selected by any such officer or vendee or his representative, or to any private scale whose owner consents to the provision hereof, where said driver shall deliver, to any such officer, or to the person in charge of said scale, one of said duplicate delivery tickets, and where the total weight of said wagon or conveyance and its contained fuel shall be ascertained, and to thereupon deliver said fuel to the place where its delivery is to be made, and to thereupon forthwith return to said same scale and permit the weight of said wagon or conveyance to be ascertained and the verification of said weights shown by said delivery ticket completed.

If, upon such verification, the net weight of such fuel, as shown by said ticket pertaining thereto, be found true and correct, such vendee shall pay the cost of and incident to such verification, which cost to him shall at no time exceed one dollar; otherwise such cost shall be borne by the vendor of said fuel; provided, however, that in the event such verification discloses the net weight of said fuel to be incorrect the vendor of such fuel may, within 24 hours after such verification, duly request an inspection of his scale and the scale used in such verification, and if such inspection discloses that the scale of said vendor was correct and said verification scale incorrect, the owner of said verification scale shall pay the cost of said verification and inspection of both said scales; and provided further, that if both said scales be found by said inspection to be inaccurate in any substantial respect, in the judgment of said Inspector, said vendor shall pay the cost of said verification, and the owner of each of said scales shall pay the cost of said inspection and resealing of his own scales. This section shall be cumulative with all other ordinances of this city and of the laws of the state in such respects, and nothing herein shall be construed to prevent the Inspector of Weights and Measures or his deputies from making inspections in their regular manner and demanding a verification at any time.

SECTION 7 It shall be unlawful for any person, firm, corporation or association to substitute or mix fuel or to cause the substitution or mixing of fuel except when the fuel has been sold as such and is clearly understood by the purchaser and clearly indicated on the delivery ticket as provided in Section 6 of this ordinance.

SECTION 8 It is hereby declared unlawful for any person, firm, corporation or association to sell, offer for sale, to deliver, or attempt to deliver, or to advertise in any newspaper, circular, letter, handbill, or to advertise in any way, any coal, coke or fuel by any name which is not the true, usual and customary name of such fuel; or without giving either the true, usual and customary name of such fuel or the name of the state from which it comes, together with the name or number of the district, mine or seam from which it was mined, and also a description which will indicate the size of its preparation, and the character of its preparation, (i.e. whether six-inch lump, four inch lump, egg, nut, pea, mine run, shoveled lump, slack or screenings, etc.).

SECTION 9. Every licensee operating under this ordinance shall compute delivery ticket weight by using the last tare weight of delivery equipment taken at least once a day for every day of dry weather and twice a day in rain or wet weather; daily record of tare weights of equipment to be kept for reference by dealer, covering a period of the past ten days at all times; all dealers' daily tareweights records of hauling equipment to be subject to inspection of City Inspector of Weights and Measures or his deputies.

SECTION 10. Any individual, firm, corporation or association who shall violate any provision of this ordinance, shall, upon conviction for the first offense, be subject to a fine in any sum not to exceed one hundred dollars (\$100.00), and for the second or any subsequent offense, be subject to a fine of not less than twenty-five dollars (\$25.00) nor more than two hundred dollars (\$200.00) and such license shall be revoked. Each individual sale or transaction of any quantity shall constitute a separate and distinct offense.

SECTION 11. All ordinances or parts of ordinances which may be in conflict with this ordinance, insofar as they so conflict, are hereby repealed.

SECTION 12. If any section or part of any section of this ordinance shall be declared unconstitutional by a Court of Competent jurisdiction, then the remainder shall not be affected thereby and as to such other provisions, shall continue in full force and effect.

SECTION 13. This ordinance shall be in full force and effect beginning on the 1st day of January, 1927, from and after its passage and approval by the Mayor.

Walter L. Curdes

Done at the Council Chamber this 11 day of January, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 11th day of January, 1927, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1336

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 17 day of January, 1927.

Leonard H. Ellenwood
City Clerk

Approved this 18th day of January, 1927

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1337

An Ordinance amending Section Four, Five, Six, Ten and Eleven of General Ordinance No. 1092, being An Ordinance regulating the production, grading, labeling, handling, pasteurization, distribution, and the sale of milk and cream and certain milk products; forbidding the handling and sale of adulterated, unwholesome, and misbranded milk or cream or such milk products; providing for the inspection of dairy farms and milk plants; the testing of milk; the reorganization of the personell connected with the inspection of milk; providing a penalty for its violation and repealing all ordinances conflicting with the same, as amended June 20, 1922, as amended January 11, 1927.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana

SECTION 1. Applications and Procedure.

That Section Four of General Ordinance No. 1092 be amended to read as follows:

Applications for licenses to sell milk or milk products in the city of Fort Wayne, Indiana, shall be made to the Board of Health upon official forms furnished by said board. Such official forms shall show the name of the applicant, the location of his milk plant or plants, and of each of the dairy farms, which are sources of supply, the grades of milk or cream the applicant proposes to sell; an agreement permitting the inspection of all premises from which milk is produced and handled, and any other information deemed necessary by the Board of Health.

A milk plant intended for use as such by said applicant, shall score 50 per cent on methods and 35 per cent on equipment, totaling 85 per cent. Such score to be attained upon a score card as used by the United States Department of Agriculture for scoring milk plants, before a license will be granted to applicant.

Upon receipt of the application the Board of Health shall take appropriate steps in order to determine whether the provisions of this ordinance hereinafter set forth have been complied with, and whether the milk and milk products produced or handled by the applicant conform in character to the standards and requirements of the particular grade and designation under which they are intended to be sold.

A report shall thereafter be made by the said Board of Health recommending the granting or denial of the application, as the case may be. No such application shall be recommended approved until the source of the milk or milk products supply shall have been found to conform to the requirements and standards of this ordinance.

The Board of Health shall grant or deny an application within thirty (30) days from date of such application. If the Board of Health grants such application, it shall be the duty of the controller of such city to issue a license to such applicant upon the receipt of such application properly signed and approved by the Board of Health, and upon the payment of the fees provided elsewhere in this ordinance.

SECTION 2. FEES

That Section Five of General Ordinance No. 1092 be amended to read as follow:

Each applicant for a license under this ordinance shall pay for each milk plant and one delivery vehicle the sum of twenty-five dollars (\$25.00) per year and for each additional delivery vehicle the sum of ten dollars (\$10.00) per year. The fee for a license issued on or after August 1st of any year shall be one half the annual fee.

SECTION 3. License.

That Section Six of General Ordinance No. 1092 be amended to read as follows:

No person, firm or corporation shall operate or maintain a milk plant as defined in this ordinance without first having applied for a license to the Board of Health and without having obtained such license in accordance with the provisions of such ordinance.

No person, firm or corporation, including milk producers, milk peddlers, operators of milk plants, grocery stores, or any other agency, shall sell any milk, skimmed milk, cream, sour cream, buttermilk, or modified milk within the limits of Fort Wayne, Indiana, without having first applied for a license to the Board of Health, and without having obtained such license in accordance with the provisions of this ordinance.

Licenses to sell milk or milk products granted by the city of Fort Wayne are subject to the following conditions:

- (a) Licenses may be revoked in the discretion of the Board of Health.
- (b) Licenses are not transferable. A license is issued to a particular person, firm or corporation and no other person, firm or corporation is authorized and empowered to sell milk or milk products under or by virtue of its terms.
- (c) All license shall expire December 31 of the year for which they were issued.
- (d) Willful or continuous violation of the provisions of this ordinance may result in the permanent revocation of the license.
- (e) The bringing into the city of Fort Wayne, Indiana, or sale in said city of milk or milk products from unapproved or excluded sources of supply by the person, firm or corporation to whom the license is granted may result in the permanent revocation of such license.

Such license shall show the date when issued and shall be conspicuously posted in the office or any other appropriate place on the premises where such dairy or milk plant or milk products plant is maintained and operated.

SECTION 4. Baby Milk; Standards and Requirements of "Grade A Raw" Milk, Skimmed Milk and Cream.

That Section Ten of General Ordinance No. 1092 be amended to read as follows:

Milk plants for this particular grade shall be maintained at times in such a condition as to warrant a score of eighty-five percent as defined in Section Four.

"Grade A Raw" milk, in addition to other requirements of this ordinance, shall be obtained from cows free from disease, tuberculin tested annually and examined physically each month in the manner provided for in this ordinance; and shall be produced and handled by persons free from disease as determined by a monthly medical inspection made by a qualified physician, and under such sanitary conditions that the bacterial count shall not exceed thirty thousand (30,000) colonies per cubic centimeter at the time of delivery to the consumer.

Milk in this grade shall, immediately upon being drawn from the cow, be cooled

to a temperature not higher than fifty degrees (50°) Fahrenheit, and shall within one hour after the completion of milking, be put and kept in the closed final container.

"Grade A Raw" milk, skimmed milk and cream shall be sold in bottles only and be delivered to the consumer within twenty-four (24) hours after production.

Producers of "Grade A Raw" milk shall be provided with a steam boiler or independent supply of boiling water adjacent to the milk house.

Caps of all bottles containing "Grade A Raw" milk, skimmed milk or cream shall be white with black lettering with the grade and designation "Grade A Raw" milk, skimmed milk or cream as the case may be, the name and address of the dealer, the place of production and the day of bottling, and the clause--suitable for infant feeding--clearly, legibly and conspicuously displayed on the outer side thereof.

"Grade A Raw" milk, skimmed milk and cream shall be sold in bottles only, except that which is sold to bakeries for baking purposes only, and shall be delivered to the consumer within 24 hours after production.

SECTION 5. Standards and Requirements of "Grade A Pasteurized" Milk, Skimmed Milk and Cream for Infants and Children.

That Section Eleven of General Ordinance No. 1092 be amended to read as follows:

Milk plants for this particular grade shall be maintained at all times and in such condition as to warrant a score of eighty-five per cent as defined in Section FOUR.

"Grade A Pasteurized" milk, skimmed milk and cream in addition to other requirements of this ordinance, shall be obtained from cows free from disease, and tuberculin tested annually and examined physically every six months in the manner prescribed in this ORDINANCE, and shall be produced and handled under such sanitary conditions that the bacterial count shall at no time exceed one hundred thousand (100,000) colonies per cubic centimeter when delivered to a pasteurizing station in the country and shall not exceed two hundred thousand (200,000) colonies per cubic centimeter when delivered to a pasteurizing and bottling station in the city.

Milk in this grade shall, immediately upon being drawn from the cow, be cooled to a temperature not higher than fifty degrees (50°) Fahrenheit.

All such milk and skimmed milk shall be pasteurized and the bacterial count of the finished product as delivered to the consumer shall not exceed thirty thousand (30,000) colonies per cubic centimeter.

Milk, skimmed milk cream of this designation shall be delivered to the consumer within twenty-four (24) hours after pasteurization.

Milk, skimmed milk and cream of this grade and designation shall be delivered to the consumer in bottles unless otherwise ordered and permitted by the BOARD of HEALTH.

The caps of all bottles containing "Grade A Pasteurized" milk, skimmed milk or cream shall be white with black lettering with the grade and designation "Grade A Pasteurized" milk, skimmed milk or cream as the case may be, the name of the dealer, the day and hours between which pasteurization was completed, and the place where pasteurization was performed, clearly, legibly, and conspicuously displayed on the outer side thereof.

SECTION 6. That this ordinance be in full force and effect on and after January 1, 1927 and on and after its passage, its approval by the Mayor and its legal publication.

CHESTER HINTON.

Done at the COUNCIL CHAMBER this 11th day of JANUARY, 1927, CITY OF FORT WAYNE, INDIANA.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the City of FORT WAYNE, INDIANA, at a REGULAR meeting, held on the 11th day of JANUARY, 1927 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1337

BEN F. BENNETT
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the MAYOR for approval on the 17th day of JANUARY 1927.

LEONARD H. ELLENWOOD.

Approved this 18th day of JANUARY 1927.

WM. C. GEAKE.
MAYOR.

GENERAL ORDINANCE NO. 1338.

An Ordinance ratifying and approving a contract entered into by and between the CITY OF FORT WAYNE, INDIANA, by and through its BOARD OF PUBLIC WORKS and the GENERAL ELECTRIC COMPANY by and through ROSS I. PARKER, its district manager, for the furnishing of transformers to be used in the CITY LIGHT DEPARTMENT from DECEMBER 1, 1926, to DECEMBER 1, 1927.

WHEREAS, ON THE 4th day of DECEMBER, 1926, the CITY OF FORT WAYNE, INDIANA by and through its BOARD of PUBLIC WORKS, entered into a contract with the GENERAL ELECTRIC COMPANY, for the furnishing of transformers to be used in the CITY LIGHT DEPARTMENT from DECEMBER 1, 1926 to DECEMBER 1, 1927, which contract is in the following words and figures:

CONTRACT: TRANSFORMERS

FORT WAYNE, INDIANA.

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GENERAL ELECTRIC COMPANY,
FORT WAYNE, INDIANA.

GENTLEMEN:

We agree to purchase from you our requirements of oil-immersed, self-cooled, distribution transformers, sizes 200kv-a. and less, and power transformers, sizes 250 to 500 kv-a. inclusive, for use on circuits up to and including 44,000 volts, with secondaries designed for lighting, motor and distribution service, during the period beginning DECEMBER 1, 1926 and ending DECEMBER 1, 1927.

Our normal requirements will consist of transformers as described on the attached price sheets, which will be billed at prices and discounts hereafter set forth.

TYPE	CYCLES	CAPACITIES	FOR USE ON THE FOLLOWING VOLTAGE CIRCUITS	PRICE SHEET NUMBER	DISCOUNT
H	60	1.5-200 K-va.	2300-115/230	12372	48%

After the expiration of the above period, we will receive from you a credit memorandum for (for) quantity discount, based on the combined totals of bills rendered upon all orders actually placed by us during the above period for transformers covered by this contract, and for NO. 10 Transil oil (not including containers) as covered on the attached price sheet NO. 12479. at the following rates:

On orders totaling \$ 5,000 and less than 10,000, 1% discount
On orders totaling 10,000 and less than 15,000, 2% discount
On orders totaling 15,000 and less than 25,000, 3% discount
On orders totaling 25,000 and over, 4% discount

Transformers 100 kv-a. and less 7500 volts and below, will be billed f. o. b. point of shipment; freight allowed to FORT WAYNE. Transformers outside of these limits of capacity and voltage will be billed f.o.b. factory.

It is understood that if during the period of this agreement you change your regular list prices or billing discounts, prices to us shall be changed accordingly. It is understood, however, that quantity discount as given above shall remain unchanged.

Terms of payment shall be the same as we secure from you from time to time on ordinary purchases of other material and supplies.

Transformers will be ordered as required, and to facilitate shipments, we agree to give you reasonable notice of our requirements.

Yours very truly,

BOARD OF PUBLIC WORKS

BY J. T. JOHNSON

TOM SNOOK

WILLIAM C. O'Rourke

Accepted JANUARY 4-1927
GENERAL ELECTRIC COMPANY.
BY ROSS I. PARKER
DISTRICT MGR.
CENTRAL STATION DEP'T.

SECTION 1. Be it ordained by the COMMON COUNCIL of the CITY OF FORT WAYNE, INDIANA, that the contract heretofore on the 16th day of DECEMBER, 1926 by and between the CITY OF FORT WAYNE, INDIANA by and through its BOARD OF PUBLIC WORKS and the GENERAL ELECTRIC COMPANY by and through ROSS I. PARKER, its district manager, as more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the MAYOR.

EDW.H. FISHER.

Done at the COUNCIL CHAMBER this 25th day of JANUARY, 1927, CITY OF FORT WAYNE, INDIANA.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the CITY OF FORT WAYNE, INDIANA,

at a REGULAR meeting, held on the 25th day of JANUARY, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1338.

BEN F. BENNETT
President

LEONARD H. ELLENWOOD
City Clerk.

Presented to the MAYOR for approval on the 31st day of JANUARY, 1927.

LEONARD H. ELLENWOOD.
City Clerk.

APPROVED this 31st day of JANUARY, 1927.

WM. C. GEAKE
MAYOR.

GENERAL ORDINANCE NO. 1339

An ordinance fixing the salaries of employes in the BOARD OF HEALTH.

Be it ordained by the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA:

SECTION 1. That on and after the first day of JANUARY, 1927, the salary of the clerk be and the same is hereby fixed at the rate of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) a month; that the salary of the DAIRY and MEAT INSPECTOR be and the same is hereby fixed at the rate of TWO HUNDRED THIRTY-THREE-THIRTY-THREE DOLLARS (\$233.33) a month; that the salary of the Bacteriologist be and the same is hereby fixed at the rate of ONE HUNDRED SIXTY DOLLARS (\$160.00) a month.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the MAYOR.

A. O. PAPE.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the City of FORT WAYNE, INDIANA, at a REGULAR meeting, held on the 25th day of JANUARY, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1339

BEN F. BENNETT
President

LEONARD H. ELLENWOOD.
City Clerk.

PRESENTED to the MAYOR for approval on the 31st day of JANUARY 1927.

LEONARD H. ELLENWOOD.
City Clerk.

APPROVED this 31st day of JANUARY 1927.

WM. C. GEAKE.
MAYOR.

An ORDINANCE authorizing the borrowing of seventy-five thousand dollars (\$75,000.00) and the issue and sale of bonds therefor for the purpose of refunding auditorium bonds due April 15th 1927.

Be it ordained by the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA:

SECTION 1. That said City borrow the sum of seventy-five thousand dollars for the purpose of refunding auditorium bonds due April 15th, 1927.

SECTION 2. That in order to procure said loan that the bonds of said CITY be issued to the amount of seventy-five thousand dollars, all of said bonds to be dated APRIL 15th, 1927, and to bear interest from that date at the rate of $4\frac{1}{2}\%$ per annum, payable semi-annually, and evidenced by a coupon for each six months' interest and bearing the lithographed fac-simile signatures of the MAYOR and the CONTROLLER of said CITY, and all of said bonds to be signed by the MAYOR and the CONTROLLER of said city and sealed with the seal of said city, and to be numbered consecutively from one to eighty inclusive, and to be designated as "Auditorium Refunding Bonds".

Bonds numbered one to seven both inclusive shall be for the face value of one thousand dollars each and bond numbered eight shall be for the face value of five hundred dollars and all of said bonds shall be due and payable on APRIL 15th, 1928.

Bonds numbered nine to fifteen both inclusive shall be for the face value of one thousand dollars each and bond numbered sixteen shall be for the face value of five hundred dollars and all of said bonds shall be due and payable on the 15th day of April, 1929.

Bonds numbered seventeen to twenty-three both inclusive shall be for the face value of one thousand dollars each and bond numbered twenty-four shall be for the face value of five hundred dollars and all of said bonds shall be due and payable on April 15, 1930.

Bonds numbered twenty-five to thirty-one both inclusive shall be for the face value of one thousand dollars each and bond numbered thirty-two shall be for the face value of five hundred dollars and all of said bonds shall be due and payable on April 15, 1931.

Bonds numbered thirty-three to thirty-nine both inclusive shall be for the face value of one thousand dollars each and bond numbered forty shall be for the face value of five hundred dollars and all of said bonds shall be due and payable on April 15, 1932.

Bonds numbered forty-one to forty-seven both inclusive shall be for the face value of one thousand dollars each and bond numbered forty-eight shall be for the face value of five hundred dollars and all of said bonds shall be due and payable on April 15, 1933.

Bonds numbered forty-nine to fifty-five both inclusive shall be for the face value of one thousand dollars each and bond numbered fifty six shall be for the face value of five hundred dollars and all of said bonds shall be due and payable on April 15, 1934.

Bonds numbered fifty-seven to sixty-three both inclusive shall be for the face value of one thousand dollars each and bond numbered sixty-four shall be (for the face value of five hundred dollars and all of said bonds shall be) due and payable on April 15, 1935.

Bonds numbered sixty-five to seventy-one both inclusive shall be for the face value of one thousand dollars each and bond numbered seventy-two shall be for the face value of five hundred dollars and all of said bonds shall be due and payable on April 15, 1936.

Bonds numbered seventy-three to seventy-nine both inclusive shall be for the face value of one thousand dollars each and bond numbered eighty shall be for the face value of five hundred dollars and all of said bonds shall be due and payable on April 15, 1937.

All of said bonds and coupons shall be payable at the office of the First National Bank of the City of Fort Wayne, Indiana.

The original purchaser and his assigns are to have the privilege of having said bonds registered with the City Controller of said City.

SECTION 3. The City Controller shall manage and supervise the preparation, advertisement, negotiation and sale of such bonds, subject to the terms of this ordinance, such sale shall be by sealed bids for all of said bonds, or for different parcels thereof, and to highest and best bidders for cash without notice or after two weeks publication by one insertion each week in two newspapers of daily circulation published in the said City of Fort Wayne, and upon payment therefor, said bonds shall be delivered to the said bidder or bidders. All sales are to be for cash and for not less than par.

SECTION 4. The expense of the issue, sale and delivery of the bonds herein provided for shall be paid out of the proceeds derived from the sale of sales from such bonds and the City Controller is hereby authorized to draw up all proper and necessary warrants and do whatever act may be necessary to carry out the provision of this ordinance.

SECTION 5. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

E. H. Fisher

Done at the Council Chamber this 22 day of February, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22 day of February, 1927 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1340

Ben F. Bennett, President

Leonard H. Ellenwood, City Clerk

Presented to the Mayor for approval on the 3 day of March, 1927

Leonard H. Ellenwood, City Clerk

Approved this 3 day of March, 1927

Wm. C. Geake.

Mayor

GENERAL ORDINANCE NO. 1341

An Ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the General Electric Company by and through Ross Parker for the furnishing of meters to be used in the City Light Department from December 1, 1926 to December 1, 1927.

Whereas, on the _____ day of December, 1926 the city of Fort Wayne, Indiana by and through its Board of Public Works, entered into a contract with the General Electric Company for the furnishing of meters to be used in the City Light Department from December 1, 1926 to December 1, 1927, which contract is in the following words and figures:

CONTRACT: METERS

GENERAL ELECTRIC COMPANY
FORT WAYNE, IND.
Ft. Wayne, Ind.

Gentlemen:
We agree to purchase from you our requirements of wattnour meters during the period beginning December 1, 1926 and ending December 1, 1927.

We shall require wattnour meters of the induction and commutator types, which will be billed at the following discounts, f.o.b. point of shipment, from the prices given in price sheets attached:

COMMUTATOR TYPES	PRICE SHEET NO.	DISCOUNTS
C-6, C-7, C-15, CS and G-3.....	12389.....	4 3/8%
INDUCTION TYPES		
I-14.....	12545.....	5 1/2%
IS-4 and IS-5.....	12545.....	5 1/2%
D-7 and D-9.....	12538.....	5 1/2%
DS-6 and DS-7.....	12544.....	5 1/2%
Prepayment IP-5.....	12102.....	5 1/2%
Wattnour Demand IM-14.....	12378.....	5 1/2%
Wattnour Demand DM-7.....	12377.....	5 1/2%

After the expiration of the above period, we will receive from you a credit memorandum for quantity discount, based on the aggregate amount of bills rendered upon all orders actually placed by us during the above period for wattnour meters covered by this contract at the following rates:

- On orders aggregating \$1,000 and less than \$5,000----2% Discount.
- On orders aggregating 5,000 and less than 10,550----4% Discount.
- On orders aggregating 10, 550 and over ----7% Discount.

It is understood that if during the period of this agreement you change your regular list prices or billing discounts, prices to us shall be changed accordingly.
Terms of payment shall be the same as we secure from you from time to time on ordinary purchases of other material and supplies.
Wattnour meters will be ordered as required, and to facilitate shipments, we agree to give you reasonable notice of our requirements.

Yours very truly,
J. T. Johnson
Tom Snook
William S. O'Rourke

Accepted Jan 4-1927
GENERAL ELECTRIC COMPANY

By Ross I Parker
Distric Mgr. Central Station Dept,
SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract heretofore on the _____ day of December, 1926 by and between the City of Fort Wayne, Indiana by and through its Board of Public Works and the General Electric Company by and through Ross J. Parker as more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.
SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Edw. H. Fisher
Done at the Council Chamber this 22 day of February, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a Regular Meeting, held on the 22 day of February, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1341

Ben F. Bennett
-resident

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 3 day of March, 1927

Leonard H. Ellenwood
City Clerk

Approved this 3 day of March, 1927.

Wm C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1342

An Ordinance ratifying and approving the contract entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Safety, and the Studebaker Corporation of America for the furnishing of one(1) Police Patrol Wagon, as per special specifications, for the Police Department.

Whereas, on the _____ day of January, 1927, the City of Fort Wayne by and through its Board of Public Safety entered into a contract with the Studebaker Corporation of America, for the furnishing of one police patrol wagon for the Police Department which contract is in the following words and figures:- (h. I.)

This contract made and entered into this _____ day of January, 1927 by and between the city of Fort Wayne by and through its Board of Public Safety, first party and the Studebaker Corporation of America, Second Party, witnesseth:

That said first party agrees to buy and said second party agrees to sell to said first party one Police Patrol Wagon in accordance with the specifications attached to this contract and made an part hereof, and said first party in consideration therefor agrees to pay to second party the sum of Thirty-nine Hundred Ninety-five Dollars on the following terms and conditions: Said second party is to allow said first party the sum of Three Hundred Dollars for the Jeffery Patrol now being used by first party, and the sum of Thirty-six Hundred Ninety-five Dollars within thirty days after acceptance of said Police Patrol Wagon by first party.

Second party is to deliver said patrol wagon F. O. B. at Police Headquarters in the City of Fort Wayne,

Second party agrees to furnish said Patrol Wagon according to specifications hereto attached and that said Police Patrol Wagon will be made and furnished in good workmanship manner.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF FORT WAYNE

BY BOARD OF PUBLIC SAFETY

Arno. C. Spiegel

Jacob Bill

Aug C. Borgman

First Party

STUDEBAKER CORPORATION OF AMERICA

BY

Second Party

SPECIFICATIONS OF STUDEBAKER POLICE PATROL BODY AND CHASSIS

DIMENSIONS:

Overall length 158 3/4", width 58 1/2". Height from the ground to the top of roof to be 85 1/2" when ready for service and the height of the inside of body to be not less than 61" nor more than 64 1/2".

DESIGN:

Police Patrol body has been designed by studebaker engineers to give the lowest possible center gravity, and to give the body a low appearance without sacrificing headroom

CONSTRUCTION :

Woodwork is of the best Hardwood obtainable, properly kiln dried, all joints tenoned, mortized, glued, ironed, and bolted together. Pressed metal braces, gussets, and plates are used wherever added strength can be gained by their use. The Construction of the Sub frame is of our own design, bringing our floor directly on top of the chassis frame.

ROOF:

Roof is of Hardwood construction covered with slats to avoid drumming and covered with the best grade of Coach Deck Material No. 4655 Duratex Material.

SIDE PANELS:

Steel

20 G. Stretcher Level Auto Body Sheet is to be used at the bottom of side panels. Full top panels with 2 small windows protected by heavy screen on the inside are to be placed on each side.

WINDSHIELD:

Windshield is of one piece sloping type stationery equipped with metal sun vizon and double automatic windshield wiper. Spot light is to be placed on driver's side.

COWL:

Cowl of body is equipped with ventilator and two red cowl lights.

DRIVER'S COMPARTMENT

The seat in the driver's compartment is equipped with a cushion built on a heavy conventional type spring with wooden bottom, Lazy Back is equipped with a cushion spring properly tied and padded. Both Lazy Back and Cushion are trimmed in semi bright pebble grain genuine leather. Both sides of driver's compartment are to be furnished with snug fitting curtains with celluloid windows to open and close with the doors. Right rear of the driver's compartment is equipped with a sliding window on the driver's side and a Screen on the Inside. Left hand side in rear of the driver is equipped with a Bullet Proof Steel Panel.

CUPBOARD COMPARTMENTS:

Cupboard Compartments run full length of seats inside of body. Entrance to the cupboard are through the seat bottom, Covers for these compartments are properly fitted and reinforced with cleats to eliminate warping and breakage.

CUSHION, REAR COMPARTMENT:

Seats in rear compartments run full length of body on each side. Cushions on the seats are 3 1/2" deep and 14 1/2" wide, made of semi bright pebble grain genuine leather, cushions are stuffed with No. 1 grade of curled hair padding, and are tied through flat flat button on top, clinched at bottom. Lazy Backs in rear compartment are made on canvas covered buckrum, padded with hair, faced with leather and tied, same as cushions. These Lazy Backs are made in such a manner that they can be readily removed. The right side of body in rear that they can be readily removed. The right side of body in rear compartment is equipped with an 8" folding auxiliary seat. This seat is securely mounted in such a manner that it is perfectly flush and level with the seat proper, the same as used for a cot in emergency purposes.

REAR COMPARTMENTS-LIGHTS:

2 Dome Lights are placed in rear compartment, and operate from a switch located on the upright of the left seat at rear entrance, on the right hand side of the body, up in front, directly under the roof, is a sheet metal blanket box painted inside and out to prevent rust. Bottom of this box is perforated to prevent dust collecting.

STRETCHER EQUIPMENT:

Two suitable canvas stretchers are to be provided, being made of heavy duck and mounted on two poles and is constructed so that it can be closely wrapped and carried on stretcher straps which hang from the roof from the right hand side of body.

REAR DOOR OPENING:

The rear door opening is to be not less than twenty-eight inches in width and equipped with a door with drop glass window in same protected on inside with heavy screen. The rear steps of the body are to be mounted on two heavy brackets. The step is to be three feet, ten inches wide by eighteen inches deep, and hand rails are mounted in such a manner that they will not jar loose, but can be easily removed if repairs are to the body require the same. Solid panels are to be built on both sides of rear door.

FLOORS:

The floor of the body is to be covered with heavy battle ship grey linoleum, glued to the floor, floor has two trap doors for easy access in oiling and greasing working parts of chassis. Rear Sill Plate is made of steel.

PAINTING:

The painting of the body is to be lacquer finish and of a color to be submitted by the Chief of Police.

Entire job is box striped 1/8" gold stripe.

The chassis and all steel metal parts, fenders, etc. including the hood are black baked enamel.

The wheels are to be painted straw color, medium; nickel plated hubs, wheels are to be striped corresponding with the body.

Inside of body, including the driver's compartment is to be finished with dark Mahogany, oil rub finish.

LETTERING:

The words "Police Emergency" are to be painted in gold block letters on each side of the body, and the words, "City of Fort Wayne" to be painted on each side door in driver's compartment.

NICKEL PLATING:

The rear rails, door handle, dome lights, switches and angled moulding on rear steps are to be heavily nickel plated.

SPECIAL EQUIPMENT:

A suitable alarm horn besides the regular horn which comes with equipment is to be furnished, such horn to be designated by the Chief of Police.

There are to be two tail lights, one on each side of rear step and said lights are to be built flush with rear step riser.

A tow hook is to be installed on frame in center of rear step riser.

Suitable shock absorbers are to be furnished if so desired after delivery of wagon.

Push button is to be located flush with body connected with buzzer located in driver's Compartment.

CHASSISWHEELBASE:

158 inches.

ENGINE:

The powerful Big Six engine, of Studebaker design and manufacture, is of the L-head type, cast en bloc and mounted on its own sub-frame. Compact unit power plant, insures perfect alignment between engine and transmission. The bore is 3-7/8 inches and the stroke is 5 inches. Actually develops 75 horse-power at 2400 revolutions per minute. Removable head, with combustion chambers exactly machined to uniform size.

Precisely machined cast iron pistons with four rings. Extra long (11 1/4) inches) connecting rods, forged from selected steel, are weighed for perfect balance.

The connecting rod bearings are cast babbit; the sturdy one inch piston pins, set high in the pistons, turn in bronze bushings. The Studebaker crankshaft, drop forged from steel specially made to Studebaker specifications, is fully machined on all surfaces to close limit dimensions and therefore inherently balanced. The crankshaft is extra heavy and is carried on four large, bronze-backed bearings, with a total bearing surface of 23-5/8 square inches. The camshaft is carried on four large bearings, it is made of specially tough forging steel, with cams and bearings forged integral with the shaft. Cam surfaces are case hardened.

Large mushroom-type push rods operate the valves which are 1-11/16 inches in diameter with a lift of 5/16 inch. The valve stems and push rods are amply lubricated by oil from the crank case, through open passages which connect with valve chambers.

LUBRICATION:

In the positive force feed lubricating system, oil, under pressure, is forced

directly to the crank-shaft, camshaft and connecting rod bearings. The overflow from the camshaft and crankshaft forward bearings drain into the timing gear housing and lubricates the timing gears. The overflow from the connecting ~~rod~~ ~~and~~ ~~connecting~~ rod bearings is thrown into the cylinders, lubricating the wrist pins and cylinder walls. The oil returning from the engine parts to the crankcase is filtered thereby ensuring clean oil at all times. Oil pressure gauge mounted on instrument board, indicates oil pump pressure. Chassis lubrication by high pressure system.

CARBURETOR

A one and one-half inch, double jet, two range carburetor, specially designed for the engine, is used. It requires no dash adjustment except the choke for starting in cool weather. Throttle is located at head of steering post. Improved intake manifold, with hot spot, is doubly divided to assure uniform fuel mixture to each cylinder.

IGNITION:

Current is supplied by generator, accessibly, mounted at the right forward end of the engine, and by a threaded rubber separator storage battery. The distributor, carried at the left front end of engine, is of the full automatic spark control type, thus eliminating the necessity of hand operation by driver. The amount of current generated is regulated (is regulated) automatically by the engine speed which prevents overcharge of battery. Ignition switch is a separate unit mounted on instrument board at left of steering column.

STARTER:

Compact durable starting motor, developed and perfected from many years of use. Operated by starting switch conveniently located on toe board.

GASOLINE SYSTEM:

30 Gallon Leak-proof gasoline tank, rectangular in shape. Gauge on instrument board, indicates in gallons, quantity of gasoline in tank. Fuel is fed to engine through vacuum tank.

COOLING SYSTEM:

Watercooled with pump circulating-system, tubular type of radiator. 18-inch fan.

ELECTRIC LIGHTS:

Large, powerful headlights, with improved deflecting and diffusing lenses; dash light, which illuminates instrument group; extension lamp; combination stop and tail light. Lighting switch which controls headlights (includes dimmers) and tail light conveniently mounted on steering wheel. All electric wires carried in flexible metal conduits.

CLUTCH

Improved, single-disc, dry-plate clutch. Exceedingly simple and effective and soft in action.

TRANSMISSION:

In unit with clutch and engine; selective type; three speeds forward and one reverse. Countershaft gears are forged integrally, thus assuring perfect alignment. All shafts and gears of special alloy steel. Shifting lever mounted on housing directly over gears.

GEARS RATIO:

4.7 to 1 on single wheel chassis, 5.2 to 1 on dual wheel chassis (5.2 to 1 ratio optional on other chassis at small extra cost.)

REAR AXLE:

Semi-floating type, with extra large chrome Molybdenum shafts, 2-1/8 inches in diameter. Spiral bevel gear drive. Load carried on large taper roller bearings at wheel hubs and differential. Housing of heavy pressed steel, shaped to provide great truss strength. By simply removing differential plate, all parts are readily accessible.

SPRINGS:

Semi-elliptic; sturdy, resilient and underslung. Forged from the best grade of Vanadium steel. Rear springs 2 1/2 inches wide 12 leaves. Front springs 2 inches wide 9 leaves. The rear ends of both front and rear springs are carried on links of special steel and designed to take up wear. The spring bolts are extra heavy.

TIRES:

34x7 high pressure cord tires for the rear and extra tire; 34x7.3 balloon tires on front of single wheel chassis; 32x6 cord tires both front and rear for dual wheel chassis; (32x6 cord tires both front and rear for dual wheel chassis). one extra tire tube and wheel with each chassis.

BRAKES:

Powerful Studebaker hydraulic 4 wheel brakes (licensed under Staude patents). The hydraulic braking power is developed mechanically by a gear pump located at the rear of the transmission case and driven by the propeller shaft. The braking pressure is exerted on the rear wheel drums by large by large external contracting bands and on the front wheel drums by internal expanding shoes-the front shoes are 16x2 1/2 inches and the rear bands 16-3/8x2 1/2 inches. 16x3 1/2" drum on dual wheel chassis.

Emergency brake-placed at the rear of, and on the main shaft of the transmission and is operated by means of a latching pull handle placed just under the center of the instrument board. By this arrangement, the old-style, emergency lever is eliminated and place is thereby added to the driver's compartment.

STEERING WHEEL:

Full worm and worm wheel type. Specially designed for use with balloon tires. Roller bearings on steering pilots insure the smooth, easy steering qualities, which are notable features of all Studebakers.

FRAME:

Side members, 3/16-inch gauge, by 2 1/4-inch wide flange, tubular cross member in center and one 2 1/2 inch tubular cross member at rear in addition to regular cross members, 4 1/2 inch deep channel extends 40 inches back of rear axle.

WHEELS:

Special straight flange disc wheels-one extra. (Dual wheels and tires can be furnished on both chassis at small extra charge)

In two sections with center ball bearing steady-rest spicer universal joints.

INSTRUMENT BOARD:

Instruments in single grouping on silver finished groundwork under oval glass illuminated indirectly.

Instruments include high-grade, 8-day clock, speedometer, ammeter, gasoline gauge, oil pressure gauge, and hydraulic brake oil pressure gauge. Instrument board also carries ignition switch and carburetor choke, just to left of steering post. American walnut steering wheel, with horn button, lighting switch and throttle lever conveniently

mounted in center.

EQUIPMENT:

Front bumper, motometer with lock and winged radiator cap, combination stop and tail light and extension lamp;

TONNAGE RATING:

Single Wheel, one ton. Dual Wheel, one and one-half ton.

A.O.PAPE.

Done at the COUNCIL CHAMBER this 22 day of FEBRUARY, 1927, CITY OF FORT WAYNE, INDIANA.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA at a REGULAR meeting, held on the 22 day of FEBRUARY, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1342.

BEN F. BENNETT
President

LEONARD H. ELL NWOOD
City Clerk.

Presented to the Mayor for approval on the 3rd day of MARCH, 1927.

LEONARD H. ELLENWOOD
City Clerk.

Approved this 3rd day of March, 1927.

WM. C. GEARKE
MAYOR.

GENERAL ORDINANCE NO. 1343.

An Ordinance authorizing the BOARD OF PUBLIC SAFETY to sell the JEFFERY PATROL WAGON.

Be it ordained by the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA:

SECTION 1. That the Board of PUBLIC SAFETY be, and it is hereby authorized to sell the JEFFERY PATROL WAGON, and it appearing that said property is worth less than one hundred dollars, that the same shall be sold without the appointment of appraisers.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the MAYOR.

EDW. H. HUNSAKER.

Done at the COUNCIL CHAMBER this 8th day of MARCH, 1927, CITY OF FORT WAYNE, INDIANA.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA, at a regular meeting, held on the 8th day of MARCH, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1343.

BEN F. BENNETT
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the MAYOR for approval on the 11th day of MARCH, 1927

LEONARD H. ELLENWOOD.
CITY CLERK.

APPROVED THIS 15th DAY OF MARCH, 1927.

WM. C. GEAKE.
MAYOR.

GENERAL ORDINANCE NO. 1344.

An Ordinance authorizing the BOARD OF PUBLIC WORKS to sell certain personal property.

Be it ordained by the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA.

SECTION 1. That the Board of Public Works be and is hereby authorized to sell one pump and motor formerly used by the Fort Wayne Water Works Department in Swinney Park Pumping Station, Four Ford Roadsters known as #101, 102, 103 and 106 in the Fort Wayne Water Works Department and Fifty-seven Catch Basin Castings, Eleven Garbage Tanks, Seven One Horse Dump Wagons, Three Two Horse Dump Wagons, One Gramm Berstein Power Flusher, One Pomite Childs Power Sweeper, One Double set of Harness, Six Single sets of Cart Harness, One Ford Truck Motor No. 1677525, One Ford Truck Motor No. 2544948, Five horse drawn garbage Wagons and certain scrap junk belonging to the Street Department. All of said personal property shall be sold after petition by the City Attorney to the Circuit Court for appraisers, and said property is sold according to law.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the MAYOR.

HERMAN F. GERDOM.

DONE AT THE COUNCIL CHAMBER THIS 8th day of MARCH, 1927, CITY OF FORT WAYNE, INDIANA.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the CITY OF FORT WAYNE, INDIANA, at a REGULAR meeting, held on the 8th day of MARCH, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1344.

BEN F. BENNETT
PRESIDENT

LEONARD H. ELLENWOOD.
CITY CLERK.

Presented to the MAYOR for approval on the 11th day of MARCH, 1927.

LEONARD H. ELLENWOOD.
CITY CLERK.

APPROVED THIS 15th DAY OF MARCH, 1927.

WM. C. GEAKE.
MAYOR.

GENERAL ORDINANCE NO. 1345.

An Ordinance requiring certain employees of the CITY OF FORT WAYNE, to execute bonds to the city of FORT WAYNE, for the faithful performance of their duties, repealing laws in conflict therewith, and providing for the payment of the premium of said bonds.

Be it ordained by the COMMON COUNCIL of the CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the City Market Master and the City Weigh Master be and they are hereby required to furnish a bond payable to the City of FORT WAYNE, in the sum of ONE THOUSAND DOLLARS each for the faithful performance of their duties.

SECTION 2. That the cost of such bond shall be paid out of the general fund of the CITY, the same as the cost of bonds for officers of said CITY are now paid.

SECTION 3. An Ordinance entitled "An Ordinance requiring certain officers, clerks, assistants and employees to execute bonds to the CITY of FORT WAYNE for the faithful performance of their duties and fix amounts thereof" approved JUNE 12, 1894, is hereby repealed, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That this ordinance shall be in full force and take effect from and after its passage and approval by the MAYOR.

EDW. H. HUNSAKER.

DONE AT THE COUNCIL CHAMBER THIS 8th DAY OF MARCH, 1927, CITY OF FORT WAYNE, INDIANA.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA, at a REGULAR meeting, held on the 8th day of MARCH, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1345

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 11th day of March, 1927

Leonard H. Ellenwood
City Clerk

Approved this 15 day of March, 1927

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO 1346

AN ORDINANCE to amend Section 123 of General Ordinance No. 1328, known as the "Building Code of Fort Wayne".

Be it Ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That Section 123 of General Ordinance No. 1328 known as the "Building Code of Fort Wayne" be now amended by striking out Sub Section four (4) thereof, as to re-roofing.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Harry M. McMillen

Done at the Council Chamber this 8th day of March, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular Meeting, held on the 8th day of March, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1346

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 11th day of March, 1927

Leonard H. Ellenwood
City Clerk

Approved this 15 day of March, 1927

Wm. C. Geake.
Mayor

GENERAL ORDINANCE NO. 1347

An Ordinance amending Section 8 and Section 263 of General Ordinance No. 1328 being "An Ordinance establishing and providing for a Department of Building for the city of Fort Wayne, Allen County, Indiana, providing a code to regulate the construction, equipment, Maintenance, alteration, repairing and removal of buildings, the occupancy and the construction of streets and alleys in performing of same and providing certain penalties for the violation thereof and known as the building code of the City of Fort Wayne, Allen County, Indiana" as amended December 7, 1926 and December 14, 1926 as amended March 22, 1927.

Be it ordained by the Common Council of the City of Fort Wayne, Allen County, Indiana:

SECTION 1. That Section 8 of said General Ordinance No. 1328 be amended by striking out paragraphs (o), (p) and (q).

SECTION 2. That Section 263 of said ordinance be amended by adding Sub Section O, paragraphs (a) and (b) as follows:

SUB SECTION O

(a) It shall be unlawful for any person, persons, firm or corporation seeking to install, alter, reset or repair any warm air heating plant, plants, or parts thereof or guttering, spouting and sheet metal work, within the limits of the city of Fort Wayne, without those in charge having first produced evidence that he, she or they have had not less than three years previous experience in warm air heating or sheet metal work and having secured a license so to perform said work from the city building commissioners at a yearly cost of twenty-five dollars (\$25.00) and in addition thereto furnishing a surety bond, to be approved by the city building commissioners in the sum of one thousand dollars (\$1,000.00) extending over a period of one current year, from date thereof.

(b) That any person, firm or corporation having secured such a license, before beginning to install, alter, reset or repair any warm air heating plant or plants where castings are dismantled or doing or performing any guttering, spouting and sheet metal work costing more than one hundred dollars, in each and every case, shall make application at the office of the city building commissioners stating the nature of the work to be covered by permit as complete as possible, and thereupon the city building commissioner shall collect for new and complete installation the sum of two dollars and for alteration, resetting or repair shall collect the sum of one dollar, and cause to be issued a heating or sheet metal permit, bearing the license number, name of license holder, street address and the character of work covered by said heating or sheet metal permit.

SECTION 3. That Section 263 of said ordinance be amended by amending Sub-Section 2 by adding thereto paragraph (d) as follows:

(d) In all emergency cases where a dimension four inch wall will not receive wall stakes of the capacity obtained by the formula used herein for heating second and third floor rooms, such walls of the required thickness shall be provided by the owner of general contractor.

SECTION 4. That Section 263 Sub section 8 Paragraph (a) be amended by adding thereto the following sub-paragraph:

All single material and construction as set out in paragraph (a) hereof may be used only in new construction work.

SECTION 5. That Section 263 Sub-section 8 Paragraph (b) be amended by adding to said paragraph (b) the following paragraph as follows:

All double material and construction as set out in paragraph (b) hereof must be used in old construction work.

SECTION 6 That Section 263 Sub Section 10 Paragraph E. be amended by striking out the works and all joist or wood surfaces shall be covered by metal.

SECTION 7. That this ordinance be in full force and take effect on and after its passage, approval by the Mayor and legal Publication.

S. Harry Fisher

Done at the Council Chamber this 22 day of March, 1927, by City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 22 day of March, 1927 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1347

Ben F. Bennett
President.

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 26 day of March, 1927

Leonard H. Ellenwood
City Clerk.

Approved this 28 day of March, 1927

Wm. C. Geake
Mayor

GENERAL ORDINANCE NO. 1348

An Ordinance approving a contract between the Alabama Pipe Company, by and through M. M. D. Tillman, its Western Sales Manager, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the purchase of Cast Iron Water Pipe for the Water Works Department of said City.

WHEREAS, on the 7th day of March, 1927, the city of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with the Alabama Pipe Company for the purchase of Cast Iron Water Pipe to be used in the Water Works Department of said City, which contract is in the following words, and figures;

THIS AGREEMENT made the 7th day of March, 1927, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and Alabama Pipe Company, a corporation, party of the second part, witnesseth:

That in consideration of the mutual covenants herein contained it is by the parties hereto agreed:

1. That the party of the second part will furnish and deliver to the party of the first part, F. O. B. cars Foundry, Anniston, Alabama, which includes full freight allowance to Fort Wayne, Indiana.

Four Hundred (400) Tons of 12" Class "b", Cast Iron B&S Pipe - 12 Foot Lengths.

Two Hundred and Fifty (250) Tons of 6" Class "B", Cast Iron B&S Pipe - 12 Foot Lengths.

For the sum of Forty One Dollars and Forty Five Cents, (\$41.45) per net tone of Two Thousand (2,000) pounds.

With option to purchase additional three (300) hundred Ton of various diameters at the above price.

2. All pipe to be standard 12 foot lengths, and to be not less than 86# working pressure, the same as rated by the National Board of Fire Underwriters for water mains for pressure up to 100# per square inch, and in accordance to the American Water Works Association specifications.

All of said material to be furnished in accordance and compliance with the bid heretofore made by said second party to first party on FEBRUARY 25th, 1927, and in accordance with notice and specification on file in the office of the Board of Public Works, in its Water Works Department, calling for said material exception insofar as the same conflicts herewith, which bid and specifications are made a part of the same as if copied herein.

3. Party of the second part agrees to deliver to the party of the first part within ten (10) days from the execution of this contract, a Bond for the performance of this contract, with a Surety Company as surety thereon, and to the approval of said Board of Public Works, said bond to be the sum of five thousand (\$5,000.00) dollars.

4. Party of the second part agrees to start shipment of 6" pipe immediately and make complete delivery within ninety (90) days from date of this contract, same to be approved by ORDINANCE of the COMMON COUNCIL of said City.

5. Party of the first part agrees to pay for said material within thirty (30) days from date of delivery thereof.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands, and seals, the day and date hereabove written.

CITY OF FORT WAYNE, INDIANA.

BY J. T. JOHNSON.

TOM SNOOK.

WILLIAM C. O'ROURKE.

ITS BOARD OF PUBLIC WORKS.

ATTEST:

GEO. G. WALDROP
SECY. FT. WAYNE WATER WORKS DEPT.

ALABAMA PIPE COMPANY
BY
ITS

SECTION 1. Be it ordained by the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA that the contract heretofore entered into on the 7th day of MARCH, 1927, between the City of Fort Wayne by and through its Board of PUBLIC WORKS, and the ALABAMA PIPE COMPANY, by and through Mr M. D. TILLMAN, its Western Sales Manager, for the purchase of Cast Iron Water Pipe to be used in the Water Department of said city, as fully forth in the preamble hereto, by and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the MAYOR.

EDWARD H. HUNSAKER.

DONE AT THE COUNCIL CHAMBER THIS 22nd DAY OF MARCH, 1927, CITY OF FORT WAYNE, INDIANA.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA,
at a REGULAR meeting, held on the 22nd day of MARCH, 1927, by a majority vote of all members
elect, did pass the ORDINANCE hereunto attached, and known as

GENERAL ORDINANCE NO. 1348

BEN F. BENNETT
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK.

Presented to the MAYOR for approval on the 26th day of MARCH, 1927.

LEONARD H. ELLENWOOD.
CITY CLERK.

APPROVED THIS 28th day of MARCH, 1927.

WM. C. GEAKE.
MAYOR.

GENERAL ORDINANCE NO. 1349.

AN ORDINANCE ADOPTING EASTERN STANDARD TIME DURING CERTAIN MONTHS FOR THE PURPOSE OF DAYLIGHT SAVINGS.

SECTION 1. Be it therefore ordained by the COMMON COUNCIL of the CITY of FORT WAYNE, that the clocks be set ahead one hour in accordance with EASTERN STANDARD TIME, beginning at midnight on SUNDAY, MAY 16, 1927, and continuing in effect until midnight SEPTEMBER 12, 1927, at which time the clocks shall be set back one hour in accordance with CENTRAL STANDARD TIME.

SECTION 11. This ordinance to be in full force and effect during the time prescribed after its passage and approval by the MAYOR.

CHESTER HINTON.

DONE AT THE CONCIL CHAMBER ON THE 12th day of APRIL, 1927, CITY OF FORT WAYNE, INDIANA.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA, at a REGULAR meeting, held on the 12th day of APRIL, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1349

BEN F. BENNETT
Presid ent

LEONARD H. ELLENWOOD.
CITY CLERK.

Presented to the MAYOR for approval on the 12th day of APRIL, 1927.

LEONARD H. ELLENWOOD
CITY CLERK.

APPROVED THIS 13th day of APRIL, 1927.

WM. C. GEAKE.
MAYOR.

GENERAL ORDINANCE NO. 1350.

An Ordinance amending SECTION 8 of GENERAL ORDINANCE NO. 1328, being "An ordinance establishing and providing for a Department of Building for the city of FORT WAYNE, ALLEN COUNTY, INDIANA, providing a code to regulate the construction, equipment, maintenance, alternation, repairing and removal of buildings, the occupancy and the construction of streets and alleys in performing of same and providing certain penalties for the violation thereof and known as the building code of the CITY of FORT WAYNE, ALLEN COUNTY, INDIANA as amended DECEMBER 7th, 1926 and DECEMBER 14, 1926".

Be it ordained by the COMMON COUNCIL of the city of FORT WAYNE, ALLEN COUNTY, INDIANA:

SECTION 1. That PARAGRAPH (m) section 8 of said GENERAL ORDINANCE NO. 1328 as above entitled be amended as follows:

(m) For repairing remodeling, taking down or hanging awnings where the cost of the work done is under thirty-five dollars (\$35.00) no permit is necessary. For all of such work the cost of which is over thirty-five dollars the total fee shall be two dollars (\$2.00)

SECTION 2. That this ordinance shall be in full force and take effect on and after its passage and approval by the MAYOR.

HARRY M. MC'MILLEN.

DONE AT THE COUNCIL CHAMBER THIS 12th day of APRIL, 1927, CITY OF FORT WAYNE, INDIANA.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA, at a REGULAR meeting, held on the 12th day of APRIL, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1350.

BEN F. BENNETT
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK.

PRESENTED to the MAYOR for approval on the 20th day of APRIL, 1927.

LEONARD H. ELLENWOOD.
CITY CLERK.

APPROVED THIS 22 day of APRIL, 1927.

WM. C. GEAKE.
MAYOR.

GENERAL ORDINANCE NO. 1351

An Ordinance amending Section 23, Paragraph "A" of General Ordinance No. 1328, being "An Ordinance establishing and providing for a Department of Building for the city of Fort Wayne, Allen County, Indiana, providing a code to regulate the construction, equipment, maintenance, alteration, repairing and removal of buildings, the occupancy and the construction of streets and alleys in performing of same and providing certain penalties for the violation thereof and known as the building code of the City of Fort Wayne, Allen County, Indiana as amended December 7, 1926 and December 14, 1926", as amended April 12, 1927. Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That Section 23, Paragraph "A", of General Ordinance No. 1328 as above entitled be amended to read as follows: (a) Be it further ordained, That before the Building Commissioner shall issue a permit to erect, alter or repair a building or excavate under a sidewalk, the owner, contractor, sub-contractor or agent securing the permit shall file a bond with the Building Commissioner in the amount of \$5,000.00, with surety to be approved by the Building Commissioner, expressly stipulating and agreeing to pay all damages for personal injuries to any, or damages to property or improvements on account of any excavation made in, or any obstruction placed upon any street, sidewalk, alley or other public space in the City of Fort Wayne by anyone while engaged in or about the performance of any such building operations and during the existence of such excavation or obstruction, and shall defend all suits and hold the City of Fort Wayne harmless against any and all loss or damage on account of either personal injuries or injuries to property. Provided, however, that whenever said owner, contractor, subcontractor or agent securing the permit can and will show by affidavit, to the satisfaction of said Building Commissioner, that the erection alteration or repair contemplated to be done under said permit, will not necessitate the obstruction or use in any manner of any street, sidewalk, alley or other public space; said Building Commissioner may issue a permit distinguished in color from any other permit without said owner, contractor, sub contractor or agent filing the bond set out in this paragraph. Provided further, that, if, after the issuance of said permit under the conditions as herein set out, the owner, contractor, sub contractor or agent does obstruct or in any manner use any street, sidewalk, alley or other public space, then said owner, contractor, subcontractor or agent shall be fined not less than twenty-five dollars or more than one hundred dollars and said permit may be revoked.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor and its legal publication.

Harry F. Zimmerman

DONE AT THE COUNCIL CHAMBER, THIS 12 DAY OF APRIL, 1927, CITY OF FORT WAYNE, INDIANA.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 12 day of April, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1351

Ben. F. Bennett President

Leonard H. Ellenwood, City Clerk

Presented to the Mayor for approval on the 20 day of April, 1927

Leonard H. Ellenwood, City Clerk

Approved this 22 day of April, 1927

Wm. C. Geake.

Mayor

GENERAL ORDINANCE NO. 1352

An Ordinance approving and ratifying a contract between Graybar Electric Company of Fort Wayne, Indiana and the City of Fort Wayne by and through its Board of Public Works for the purchase of copper wire to be used in the City Light Department.

WHEREAS, the Graybar Electric Company of Fort Wayne, Indiana, entered into a contract with the City of Fort Wayne by and through its Board of Public Works on the 31st day of March, 1927, for the purchase of copper wire to be used in the City Light Department, which contract is in the following words and figures, to-wit:

THIS AGREEMENT Made and entered into by and between Graybar Electric Company of Fort Wayne, Indiana and the City of Fort Wayne known as second party, in consideration of the mutual covenants of each of said parties do hereby agree that said first party sell to second party and second party buy the following solid triple braided weatherproof copper wire in the amounts and upon the terms herein set out:

3,000 Lbs	#2	Soft Drawn Copper
3,000 Lbs	#4	" " "
15,000 Lbs	#6	" " "
10,000 Lbs	#8	" " "
10,000 Lbs.	#10	" " "

It is further agreed by said parties hereto that said prices shall be f. o. b. at Fort Wayne, Indiana, and that the material will be shipped immediately upon execution of this contract, Second party shall be given a discount of one-half (1/2) of one per cent (1%) if paid within ten days from the time of delivery.

In Witness Whereof the parties have hereunto set their hands and seals the day and year first above written.

GRAYBAR ELECTRIC COMPANY

BY F. M. Barley Sales Mgr.

BOARD OF PUBLIC WORKS, FORT WAYNE, INDIANA

BY J. T. Johnson

Tom Snook

William S. O'Rourke

THE FOLLOWING BIDS HAVE BEEN RECEIVED ON SOLID TRIPLE BRADED, SOFT DRAWN, WEATHER PROOF WIRE.

The Bissel Company

3,000 Lbs	#2	@ .1620	Per Lb.	\$ 486.00
3,000 Lbs	#4	.1620	" "	486.00
15,000 lbs	#6	.1620	" "	2,430.00
10,000 "	#8	.1620	" "	1,620.00
10,000 "	#10	.1750	" "	1,750.00
TOTAL				\$6,772.00

The Rome Wire Company

3,000 Lbs.	#2	@ .15875	Per Lb.	\$ 476.25
3,000 "	#4	.15875	" "	476.25
15,000 "	#6	.16	" "	2,400.00
10,000 "	#8	.1675	" "	1,675.00
10,000 "	#10	.1750	" "	1,750.00
TOTAL				\$6,777.50

THE NATIONAL MILL SUPPLY CO.

3,000 Lbs	#2	@ .1545	Per Lb.	\$ 463.50
3,000 "	#4	.1570	" "	471.00
15,000 "	#6	.1570	" "	2,355.00
10,000 "	#8	.1645	" "	1,675.00
10,000 "	#10	.1720	" "	1,750.00
TOTAL				\$6,654.50

Monarch Electric Wire Co.

3,000 Lbs	#2	@ .1500	Per Lb.	\$ 450.00
3,000 "	#4	.1550	" "	465.00
15,000 "	#6	.1575	" "	2,362.50
10,000 "	#8	.16375	" "	1,637.50
10,000 "	#10	.16875	" "	1,687.50
				\$ 6,602.50

Protective Electrical Supply Co.

3,000 Lbs.	#2	@ .1539	Per Lb.	\$ 461.70
3,000 "	#4	.1562	" "	468.60
15,000 "	#6	.1562	" "	2,343.00
10,000 "	#8	.1637	" "	1,637.00
10,000 "	#10	.1692	" "	1,692.00
				\$ 6,602.30

Central states General Electric Co.

3,000 Lbs.	#2	@ .15375	Per Lb.	\$ 461.25
3,000 "	#4	.15375	" "	461.25
15,000 "	#6	.15375	" "	2,343.00
10,000 "	#8	.15375	" "	1,537.50
10,000 "	#10	.16875	" "	1,687.50
				\$ 6,453.75

Graybar Electric Company

3,000	Lbs.	#2	.1536	Per Lb.	\$ 460.80	
3,000	"	#4	.1536	" "	460.80	(this was low bid)
15,000	"	#6	.1536	" "	2,304.00	
10,000	"	#8	.1536	" "	1,536.00	
10,000	"	#10	.1625	" "	1,625.00	
					<u>\$ 6,446.60</u>	

ROBERT E. DEEL
SUPT OF CONSTRUCTION

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract entered into by and between the Graybar Electric Company of Fort Wayne, Indiana and the City of Fort Wayne by and through its Board of Public Works on the 1st day of March, 1927 for the purchase of copper wire to be used in the City Light Department, as more fully set forth in the preamble hereto, be and the same is here in all things approved and ratified.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Edward H. Hunsaker

Done at the Council Chamber this 26 day of April, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26 day of April, 1927, by a majority vote of all members elect did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1352

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 28 day of April, 1927

Leonard H. Ellenwood
City Clerk

Approved this 2 day of May, 1927.

Wm .C. Geake
Mayor.

GENERAL ORDINANCE NO. 1353

An Ordinance approving a contract between the Austin Machinery Corporation, by and through Mr. Henry Lamont, District Sales Manager, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the purchase of one (1) Backfiller for the Water Works Department of said City.

WHEREAS, on the 30th day of March 1927, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with the Austin Machinery Corporation for the purchase of one (1) Backfiller to be used in the Water Works Department of said City, which contract is in the following words and figures:

THIS AGREEMENT made this 30th day of March 1927, by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part, and the Austing Machinery Corporation of Muskegon, Michigan, party of the second part, WITNESSETH:

That in consideration of the mutual covenants herein contained it is by the parties hereto agreed:

(1) The party of the second part will furnish and deliver to the party of the first part, F.O. B. cars Fort Wayne, Indiana, one(1) Austin "Improved" Utility Back Filler, Combination No. 2, which means that said Back Filler shall be equipped as a Back filler proper Complete with Scraper, and also with all the equipment necessary to operate said Back- Filler as a Crane, all in accordance with specifications BF 3 Attached hereto and made a part hereof.

2. Party of the second part agrees to furnish at its own expense an operator who shall superintend the unloading of the machine and instruct operator of the first part, as to its proper operation. Party of the second part will furnish said man for not more than three (3) days, said time to begin on the day of his arrival at location of said machine.

If demonstrator is detained longer than three (3) days, through no fault of second party, first party is to pay for such extra time at the rate of Twelve (\$12.00) Dollars per day oand expenses.

3. Machine shall be lettered as follows:

City of Fort Wayne, Water Works Department.

4. Payment for said machine to be made within thirty (30) days from date of shipment of machine.

5. Price and Terms . Three Thousand One Hundred Forty Eight (\$3,148.00) Dollars F.O. B. Fort Wayne, Indiana.

6. Guarantee. Party of the second part guarantees this Machine to be of first class material and workmanship; to work properly, to demonstrate its ability to develop its rated working speeds, and to operate at its rated working ranges, with reasonable care and attention by a competent operator.

This machine must be examined by party of the first part on arrival and all claims that the said machine is defective or does not conform to the requirements of this proposal shall be and are waived unless within ten(10) days after arrival of said machine on board cars at destination, party of the first part shall send to party of the second part at the Home Office in Muskegon, Michigan, by Registered United States Mail, written notice to the contrary specifically stating any defect or inadequacy of other ground for your objection and all other objections shall be deemed waived. As to any other objections so made, party of the second part shall have the right within a reasonable time to make such alterations on said machine as may party of the second part consider necessary to meet such objections, and party of the first part shall render necessary and friendly assistance in making such alterations and inoperating said machine.

These express warranties and guarantees exclude all implied warranties or guarantees except as to ownership. For Breach of warranty as to ownership or as to capacity, second party shall in no event be liable in an amount exceeding the amount paid on such machine. Any part Proving defective within three (3) months will be repaired or replaced without charge F.O. B. second parties factory upon receipt of part showing defect Party of the second part shall in no event be liable for damages for or by reason or latent defects, unliquidated damages, loss of earnings or profits, delays, extra expense or any other loss or injury or consequential damage, but on the contrary liability of party of the second part is expressly limited to the refunding of money paid or replacement of parts as hereinbefore expressly provided.

IN WITNESS THEREOF, the parties have hereunto set their hands, and seals, the day and date here above written.

CITY OF FORT WAYNE, INDIANA.

BY: J. T. Johnson

Tom Snook

William S. O. Rourke

ITS BOARD OF PUBLIC WORKS

ATTEST:

Geo G. Waldrof
SECY. FT. WAYNE WATER WORKS DEPT.

AUSTIN MACHINERY CORPORATION.

BY Chas W. Braddrin
Treasurer

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract heretofore entered into on the 30th day of March 1927, between the City of Fort Wayne, by and through its Board of Public Works, and the Austin Machinery Corporation, by and through Mr. Henry Lamont, District Sales Manager, for the purchase of one (1) backfiller to be used in the Water Works Department of said City, as fully set forth in the preamble hereto, by and the same is hereby in all things ratified and approved.

SECT ON 2. That this Ordinance be in full force and take effect on and after its passage and approval by the Mayor.

S. Harry Fisher.

DONE AT THE COUNCIL CHAMBER THIS 26th DAY OF APRIL, 1927, CITY OF FORT WAYNE, INDIANA.

WE HEREBY CERTIFY, That the COMMON COUNCIL of the CITY of FORT WAYNE, INDIANA, at a regular meeting, held on ~~xxx~~the 26th day of APRIL, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1353.

BEN F. BENNETT
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK.

Presented to the MAYOR for approval on the 28th day of APRIL, 1927

LEONARD H. ELLENWOOD.
CITY CLERK.

APPROVED THIS 2nd day of MAY, 1927.

WM. C. GLAKE.
MAYOR.

GENERAL ORDINANCE NO. 1354.

An Ordinance ratifying and approving a contract entered into by the CITY of FORT WAYNE BY AND through its Board of Public Safety with the Gamewell Company for the furnishing of Police and Fire Alarm Equipment.

Whereas, on the 8th day of March, 1927 the City of Fort Wayne by and through its Board of Public Safety entered into a contract with the Gamewell Company by and through its District Sales Manager, which contract is in the following words and figures, to-wit:

THE GAMEWELL COMPANY

MARCH 8, 1927

TO THE BOARD OF PUBLIC SAFETY,
CITY OF FORT WAYNE, INDIANA.

In accordance with the specifications hereto attached, which are hereby accepted as a part of this contract, we respectfully propose and agree to deliver F.O.B. our factory, NEWTON UPPER FALLS, MASS. our latest and most approved apparatus as particularly described, in attached detailed specifications.

We propose to deliver this equipment within one hundred and fifty (150) working days after date of awarding of contract to us for the net sum of three thousand (\$3,000.00) Dollars, upon the following terms of payment:-

Twenty (20) Peerless Succession fire alarm boxes @ \$150.00 each\$3,000.00
Net cash - ten days after delivery.

IN WITNESS WHEREOF, THE GAMEWELL COMPANY, A Massachusetts Corporation, by its duly authorized agent has caused these presents to be signed and delivered in its behalf; and the said City of Fort Wayne, Indiana, by its legally authorized representatives, has hereunto affixed its hand and seal this 8th day of March, 1927, and hereby agrees to all of the specifications hereinafter attached and written.

THE GAMEWELL COMPANY
By L.E. LOWRY
District Sales Manager
Accepted by City of Fort Wayne, Ind.

ARNO C. SPIEGEL

Witnesses

JACOB BILL

AUG C. BORGMANN
Board of Public Safety.

P. S. PEERLESS FIRE ALARM SIGNALING BOXES WITH HERCULITE CASE AND QUICK ACTION DOOR

There shall be twenty latest improved positive noninterfering and successive fire alarm signal boxes arranged to be connected in the fire alarm system, and to formulate fire alarm signals with units of uniform duration.

These boxes shall be so arranged that should two or more on a circuit be operated at the same instant and open the circuit simultaneously, one will be automatically selected to transmit a complete signal of four rounds without any confusion or interference, indicating its exact location on the alarm and recording apparatus connected with the system.

The box (or boxes), pulled simultaneously with the box automatically selected to transmit its signal, will, after the first box has completed its signal, take the circuit one after the other and transmit a full and complete signal.

Each box shall be so arranged that it will take control of the circuit, and begin transmitting its signal at the beginning of any round during its period of operation that the circuit may be free to receive the signal.

Should one or more boxes be operated while another box on the same circuit is transmitting its signal, each box so operated shall not interfere in any way with the first box operated; but the signals shall be properly transmitted after the first box has finished sending in its alarm.

The boxes shall be of the trigger pull type and require but a simple movement of the starter lever to start the signal formulating mechanism and cause a complete signal to be transmitted. The starting lever and its co-operating parts shall be so arranged that no careless nor malicious manipulation of same will interfere in any way with the correct transmission of the signal.

The mechanism of the boxes shall be spring operated and shall have a capacity of thirty-six rounds when fully wound.

The boxes shall be each capable of running fifteen rounds after one operation of the starting lever; and each box operated shall be arranged to start signalling at the beginning of any round that the circuit is free to receive the signal, and the mechanism shall stop and restore the box to a normal condition when the act of transmitting a signal has been completed.

The boxes shall be arranged to perform their functions on normally closed metallic circuits, without the use of or necessity for ground or other lines or connections. No part of the driving mechanism, case, nor any part with which a person operating the box can come in contact shall from a part of or be electrically connected to the circuit.

All metallic parts connected to the circuit shall be thoroughly insulated to withstand a high voltage between the circuit and all other parts of the signalling mechanism; and the inner round case containing the movement shall be thoroughly insulated by a molded insulating material washer of high dielectric strength, and an air gap of at least 3/16" from the inside square case in which it is mounted.

On the bottom of the outer case of each box there shall be mounted an easily accessible binding post for the connection of said case to a ground wire and the two outer cases shall be normally connected electrically together so that all metallic parts of the box with which a person can come in contact for the purpose of operating same may be thoroughly and properly grounded, thereby preventing any danger of injury to said person by reason of a high potential current becoming accidentally connected or crossed with the fire alarm circuit, the fire alarm box, or the attached projecting pipe for the wires leading to the box.

Each box shall be provided with multiple signaling contacts made of the best known material for the purpose, faced with heavy contacts of pure silver, and the surfaces depended upon to make connection shall be so arranged that when in normal condition all dust and dirt shall be excluded from the contact surfaces. These contacts shall be positively and firmly pressed together in being closed, and arranged to snap open for the purpose of causing breaks in the circuit. The contacts shall be flexibly mounted and independently movable relative to each other so as to always insure positive electric closures of the circuit. The contacts shall be mounted on porcelain insulators of the best quality for electrical purposes and shall be operated through a porcelain insulator mounted in the signal key lever controlled by a signal formulating wheel.

Each box shall be so arranged that the signaling devices shall be protected from abnormal electric currents by an efficient normally closed shunt protector which shall make a multiple contact of large area between silver surfaces. This Shunt shall be mounted on porcelain insulators of the best quality for electrical purposes and shall be firmly pressed and wedged together when closed. The shunt shall be arranged to be mechanically forced open by the operation of the starting lever for the purpose of sending an alarm and shall be automatically closed immediately after the transmission of the alarm.

The signaling mechanism of each box shall be of the normally wound spring driven type, having a short train arranged to give a powerful action to the signaling device by means of a long, wide, thin main spring of the best quality. An efficient stop wheel shall be provided to prevent over-winding. There shall be provided a winding handle of molded insulating material of high dielectric strength with a metal insert which screws on the main shaft.

The locking devices of the mechanism shall consist of a simple locking lever having a projection which shall enter a notch in a flanged stop wheel to hold the mechanism at rest. This lever shall carry one member of the protecting shunt in such a manner that the act of raising the lever out of the notch shall open the shunt and release the train. The co-operating parts shall be so mounted, that upon raising the lever, the flange shall instantly pass beneath it to thereafter control, and hold it from again assuming its locking position until said wheel has been driven forward for a complete revolution.

The control of the stopping devices of the mechanism shall be such that rounds of the signal, correctly transmitted shall be counted until four correct rounds have been transmitted, when the mechanism shall come to rest ready for another signal.

The stop wheel shall be carried forward by the train work by the positive engagement of a clutch, which shall in turn be engaged by the non-interference devices and thrown out to prevent driving in case said devices indicate at any revolution of the signal wheel that the signal had not been correctly transmitted.

The signal key of the mechanism shall be arranged to cooperate directly with the non-interference devices in such a manner that the key will be positively locked to prevent its operation when the circuit is under control of another box.

The non-interference devices shall be controlled through the armature structure of the non-interference magnet. Said armature when retracted to prevent interference, shall be so designed that it cannot be attracted at 500 milli-amperes of current or less when operating successively up to the 13th round. From the 13th to the 15th round inclusive, the armature cannot be attracted at 300 milli-amperes or less. The armature shall be arranged to be mechanically restored to its magnetic field through the operation of the signal train just previous to the beginning of a round so that the magnet only shall be required to hold it restored and a minimum current of 60 milli-amperes shall be sufficient to cause it to properly perform its functions.

No operating parts of the driving mechanism shall be used as a part of, or be connected to, the signaling circuit.

The signaling mechanism of each box shall be enclosed in three separate and distinct cases, the inner round case containing the mechanism being provided with a glass cover through which the mechanism can be readily inspected.

The inner round case containing shall be mounted in the second or inside square case. Both of these cases shall be made of sheet steel and covered with three layers of porcelain enamel to protect them from corrosion and also to serve as an insulating protection from any electrical conductors or electrically charged metallic parts or for a person coming into contact with either case. The inner round movement case shall consist of a cylindrical wall pressed from a single piece of steel, with all holes punched, and the top edge rounded over for strength and a flat bottom electrically welded to it; and the entire case shall be covered with porcelain enamel after all mechanical operations are completed.

The inside square case shall be pressed from a single piece of steel, with all holes punched, and bosses formed on the bottom in the pressing process, and the top edge rounded over for strength. A pressed steel door with a strengthening corrugation entirely around the edge shall be provided; and it shall be fastened to the case with bronze hinges. All holes in the door shall be punched; and both case and door shall be covered with porcelain enamel after all mechanical operations are completed. The starting lever of the mechanism shall extend through a slot in the door and shall be arranged to operate in connection with a pull lever

mounted on the outside door. This lever shall be made of molded material with high insulating properties.

The mechanism can also be operated directly by means of this starting lever extending through the inside square case door; and proper directions shall be shown in white enamel letters upon a background of red.

The enamel shall be thoroughly removed from the points at which the inside square case comes into contact with outside case, in order to insure complete electrical contact between them, so that the inside case will be maintained at ground potential as well as the outside case.

The line connections shall enter the inner round case through solid porcelain bushings firmly fastened in place.

The inside square case shall contain in addition to the inner round case and movement a specially designed porcelain base of the best quality for electrical purposes, upon which shall be mounted the line terminal binding posts; a combination lightning arrester and pin switch arranged for cutting out the signaling mechanism or grounding the circuit at either side for tests or to temporarily bridge a break in the circuit: an engineer's key and sounder or tap bell for special signaling; and efficient door shunt and a test switch and telephone jack.

The terminal posts shall be so arranged that the line wires can readily enter and be securely fastened in place and connected without bending beneath a well-fitted brass binding screw having a large flat end for firmly clamping the wire.

The lightning arrester shall be provided with a saw tooth ground plate between the terminal plates and fitted in such a manner as to afford a maximum degree of protection.

The telephone jack shall consist of a two-way open circuit jack providing sleeve and tip connection and shall be connected so that when a two-way plug is inserted in the jack, connected to a telephone set or other instrument, the instrument will be connected directly across the terminals of the box.

The Engineer's key shall have a pivoted lever and commercially pure silver contacts firmly pressed together by a spring.

The sounder or tap bell shall have porcelain spools for its magnets; and its adjusting screws, tension post, and spring shall be located in such a manner as to be in plain view and readily accessible.

The door shunt shall have a porcelain insulated body which shall engage a projection on the door, said body being fastened to a brass plunger rod which shall engage one of a pair of substantial phosphor bronze shunt springs so shaped and mounted that they will rub and wedge firmly together and give a large surface contact in the various closed positions to which they may be moved by the closing of the door; the contact surfaces shall be thoroughly silver-plated. The shunt shall be operated by the inner door and while closed shall shunt the engineer's key and sounder or bellmagnet, thereby preventing the resistance of said magnet being included in the circuit while the inner door is closed.

The test switch shall be so arranged that when the inner door is open the switch handle may be pulled forward and the box tested electrically and mechanically without breaking the circuit or transmitting a signal. The switch shall be so arranged that the closing of the inner door will restore it to normal position. The switch shall operate through heavy phosphor bronze silver-plated springs, making multiple independent connections.

Means shall be provided whereby the box will not unknowingly be left out of service, and shall consist of a holder for the plug or pin of the cutout switch and be securely mounted near the bottom edge of the inside of the inner door of the box. Loosely mounted on this holder shall be a swinging arm to be held up by the switch plug while in the holder. Removal of the plug shall allow this arm to swing down and block the door from closing while it is in such a position.

The inner square case shall be mounted in a die cast outer case of Herculite metal: provided with a die cast door which shall be securely attached to the shell by means of heavy bronze hinges and securely fastened with a bronze lock.

This case shall be designed and constructed so as to withstand a force of not less than 3000 pounds applied as direct pressure to the door, and not less than 2250 pounds to remove the box from its fastening.

On the face of the outside door shall be cast raised lettering giving instructions for operating the box; and there shall also be mounted on the door a number plate bearing the location number of the box.

On the inside of the outside door there shall be a brass lever pivoted at one end, and having a projection at the other end for the purpose of engaging with the movement pull lever, arranged to operate the box mechanism when pulled downward. A handle fastened to this lever shall extend thru a slot in the door so that it will be operated from the outside of the box by the public, without opening the door; and the slot shall be covered at all times by the body of the lever so as to prevent the entrance of rain, snow, or dirt to the interior of the box. This handle shall be protected from injury by being located in a recess in the door. The recess shall be painted red and the handle white, so that the handle will be easily visible. The recess and handle shall be covered by a die cast door with a glass bull's eye allowing the pull handle within to be visible at all times. The door shall be provided with a substantial handle and mounted upon hinges and shall be held closed by a friction catch. Directions for operating the box shall be cast in raised letters on the handle of the frame.

This door shall be provided with a flexible coil spring which shall tend to keep it closed under all conditions. The door shall be supported upon a heavy brass bearing stud, to which the tension spring shall also be secured and means shall be provided for adjusting the tension of this spring by turning the shaft and locking it securely in any position desired.

The outside shell shall have a boss at the top, tapped for 1/2" pipe and designed so that the pipe can be inserted through the shell and provided with a T. B. busing in the inside. A clearance hole shall be provided in the bottom of the case for 1/2" conduit pipe.

The outer case shall be provided with a protective priming coat and with an outer coat of the best grade of red enamel, both coats even baked.

The mechanism of the boxes shall be made of the highest grade of material and workmanship; and the wheel work, plates, frames, levers, signal keys, pulls, magnet armature holders, and engineer's keys being made of the highest grade of composition brass known as "Excelsior" bronze, and the shafting all high grade steel. All insulating parts shall be made of non-combustible material; and the magnet wire shall have high grade silk insulation. All parts shall

be highly finished and protected in the best known manner from corrosion and tarnish.

All locks and keys shall be uniform throughout the system.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana that the contract heretofore entered into on the 8th day of March, 1927 by and between the city of Fort Wayne by and through its Board of Public Safety and the Gamewell Company as more fully set out in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

EDWARD H. HUNSAKER

Done at the Council Chamber this 26 day of April, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26 day of April, 1927 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1384

Ben F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 28 day of April, 1927

Leonard H. Ellenwood
City Clerk.

Approved this 2 day of May, 1927

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1355

An Ordinance changing the name of Boerger Avenue to Foster Parkway.

Be it Ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the Street now known as Boerger Avenue, be and the same is hereby styled and shall hereafter be known as Foster Parkway.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Edw. H. Fisher

Done at the Council Chamber this 26 day of April, 1927, City of Fort Wayne, Indiana.

We HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26 day of April, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1355

Ben F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 28 day of April, 1927

Leonard H. Ellenwood
City Clerk.

Approved this 2 day of May, 1927.

Wm . C. Geake
Mayor.

GENERAL ORDINANCE NO. 1356

An Ordinance extending the City Limits, annexing certain territory to the City of Fort Wayne, Indiana and making the same a part of the First Ward.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana;

SECTION 1. That the territorial limits of the City of Fort Wayne, Indiana, be and the same are hereby extended as follows: Commencing at the point of intersection of the centerline of Leroy Avenue extended northerly with the south line of Lot C, St. Joseph Park Addition to the city of Fort Wayne, Indiana, said south line of Lot C being the centerline of Vance Avenue, which is now the north city limit; thence northerly along the said centerline of Leroy Avenue extended 500 feet to the north line of said Lot C; thence westerly along the north line of said Lot C in St. Joseph Park Addition and said line produced westerly to the centerline of Oak Grove Avenue; thence southwesterly along the centerline of Oak Grove Avenue to its point of intersection with the south line of Lot #12, St. Joseph Park Addition, extended southeasterly; thence in a northwesterly direction along said south line of Lot #12 and said line extended to the centerline of Crescent Avenue; thence southwesterly along the said centerline of Crescent Avenue to the present north city limits line, which line is the line between Lot #7 and Lot #8 St. Joseph Park Addition, and said line produced southeasterly to the centerline of Oak Grove Avenue; thence northeasterly along the centerline of Oak Grove Avenue to the centerline of Vance Avenue, thence east along the centerline of Vance Avenue to the point of beginning, and that when so extended the territory embraced within said boundaries be and the same is hereby added to the First Ward of said City.

SECTION 2. That this ordinance shall be in full force and effect upon and after its passage and approval by the mayor and its legal publication.

Walter L. Curdes

Done at the Council Chamber this 10 day of May, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 10 day of May, 1927, by a majority vote of all members elect did pass the ordinance hereunto attached and known as
GENERAL ORDINANCE NO. 1356

Ben F. Bennett.
President.

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 14 day of May, 1927.

Leonard H. Ellenwood
City Clerk.

Approved this 19 day of May, 1927

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1357

An Ordinance approving a contract between Kanning & Son, by and through Fred H. Kanning, and the City OF FORT WAYNE, INDIANA, by and through its Board of Public Works, for the contract work, material and labor to be performed at No. 2 Pumping Station, Pape Ave., relative to converting this building into Construction Department Offices, Meter Shop, Stock Room and General Construction Department Headquarters and Stores Department, for the Water Works Department of said City.

Whereas, on the 5th day of May 1927, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with Kanning & Son, for contract work, material and labor to be performed at No. 2 Pumping Station, Pape Ave., relative to converting this building into Construction Department Offices, Meter Shop, Stock room & General Construction Department of said city, which contract is in the following word and figures:

THIS AGREEMENT made the 5th day of May in the year Nineteen Hundred and Twenty-seven, by and between Kanning & Son, 1240 Stophlet St., Fort Wayne, Ind., hereinafter called the Contractor, and The Board of Public Works of the City of Fort, Wayne, Indiana, hereinafter called the Owner, WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE 1. SCOPE OF THE WORK--The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled General Specifications for Alterations of Pumping Station Number Two, Pape Avenue, for City Water Works Service Department, Fort Wayne, Indiana. Prepared by Griffith Goodrich and Waterfall, Architects & Engineers, Fort Wayne, Indiana, acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

ARTICLE 2. TIME OF COMPLETION--The work to be performed under this Contract shall be commenced within ten (10) days of the approval of this contract by the City Council of Fort Wayne, Indiana, and shall be substantially completed by August Fifteenth, 1927.

Article 3. The CONTRACT SUM-- The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: Seven Thousand Five Hundred Sixty-five and no hundredths dollars (\$7,565.00) Extra Concrete, including forms,.....\$10.00 per cubic yard, Extra brickwork..... 30.00 per thousand Extra Excavating..... 1.00 per cubic yard.

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner of the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

ARTICLE 4. PROGRESS PAYMENTS--The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the tenth (10th) day of each month eighty-five (85) per cent of the value, based on the Contract price, of labor and materials incorporated in the work up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to eighty-five (85) percent of the contract price. The owner shall also pay each month seventy per cent (70%) of the value of materials suitably stored at site of the building.

ARTICLE 5. Acceptance and Final Payment-- Final payment shall be due sixty-one (61) days after substantial completion of the work provided the work be then fully completed and the Contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issued a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate is due and payable.

Before issuance of final certificate the Contractor shall submit evidence satisfactory to the ~~Contractor~~ Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(ARTICLE 6. THE CONTRACT DOCUMENTS -- The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement,) form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

The Specifications for the work covered by this contract consist of eleven pages. The drawings consist of two sheets of blue prints.

The work included in the contract includes the suspended ceiling described in Alternate Specifications.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, The day and year first above written.

KANNING & SON,
Contractor,

BOARD OF PUBLIC WORKS OF THE CITY OF
FORT WAYNE, INDIANA, Owner,

By FRED H. KANNING

By WM BECK CHAIRMAN,
By TOM SNOOK,
By WILLIAM C. O'Rourke,

ATTEST:

GEO. G. WILDROP
CLERK. FT. WAYNE WATER WORKS

SECTION 1. Be it ordained by the COMMON COUNCIL of the City of Fort Wayne, Indiana, that the contract heretofore entered into on the 5th day of May 1927, between the City of Fort Wayne, Indiana by and through its Board of Public Works, and Kanning & Son, by and through Mr FRED H. KANNING, FOR Contract work, material and labor to be performed at No. 2 Pumping Station, Pape Ave., relative to converting this building into Construction Department Headquarters and Stores Department, for the Water Works Department of said City, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance be in full force and take effect on and after its passage and approval by the Mayor.

S. HARRY FISHER.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of MAY, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1357.

LEN F. BENNETT
PRESIDENT.

LEONARD H. ELLENWOOD
CITY CLERK.

Presented to the MAYOR for approval on the 26th day of MAY, 1927

LEONARD H. ELLENWOOD
CITY CLERK.

APPROVED THIS 2nd day of JUNE, 1927.

WM. C. GLADGE
MAYOR.

GENERAL ORDINANCE NO. 1358

An Ordinance approving a contract between A. Hattersley & Sons, by and through H. A. Hattersley, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the plumbing and heating, material and labor to be performed at No. 2 Pumping Station, Pope Ave., relative to converting this building into Construction Department offices, Meter Shop, Stock Room and General Construction Department Headquarters and Stores Department, for the Water Works Department of said City.

Whereas, on the 5th day of May 1927, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with A. Hattersley & Sons, for plumbing and heating, material and labor to be performed at No. 2 Pumping Station, Pope Ave., relative to converting this building into Construction Department offices, Meter Shop, Stock Room & General Construction Department Headquarters and Stores Department, for the Water Works Department of said City, which contract is in the following words and figures:

THIS AGREEMENT made the 5th day of May in the year Nineteen Hundred and Twenty-seven by and between A. Hattersley & Sons, 208-212 East Main St. Fort Wayne, Indiana, hereinafter called the Contractor, and The Board of Public Works of the city of Fort Wayne, Indiana, hereinafter called the Owner, WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE 1. SCOPE OF THE WORK--The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled. Specifications for Steam Heating and Plumbing, provided in the alteration of Pumping Station Number two, Pope Avenue, for City Water Works Service Department, Fort Wayne, Indiana. prepared by Griffith Goodrich and Waterfall, Architects and Engineers, Fort Wayne, Indiana, acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

ARTICLE 2. TIME OF COMPLETION-- The work to be performed under this Contract shall be commenced as soon as general contractor's work requires it, and shall be substantially completed by August 15th, 1927.

ARTICLE 3. THE CONTRACT SUM--The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: Two Thousand Six Hundred Eighty-eight and no hundredths dollars (\$2,688.00). This price includes the use of Pacific Steel Boiler.

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner of the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

ARTICLE 4. PROGRESS PAYMENTS-- The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the tenth (10th) day of each month eighty-five (85) percent of the value, based on the Contract prices, of labor and materials incorporated in the work up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to eighty-five (85) percent of the contract price. The owner shall also pay each month seventy per cent (70%) of the value of materials suitably stored at site of the building.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT--Final payment shall be due sixty-one (61) day after substantial completion of the work provided the work be then fully completed and the Contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the contract and the Contract fully performed he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been Completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6. THE CONTRACT DOCUMENTS--The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

The Specifications for the work covered by this contract consists of nine pages.

The drawings consist of two sheets of blue prints.

The steam return lines under ground are to be installed in sewer tile.

All other work to be as specified.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

A. Hattersley & Sons,
Contractor,

By H. A. Hattersley

BOARD OF PUBLIC WORKS OF THE CITY OF FORT
WAYNE, INDIANA, OWNER,

By Wm. Beck Chairman.

By Tom Snook

By William S. O'Rourke

WITNESSES:

Geo G. Waldrop
Secy. Ft. Wayne Water Works

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract heretofore entered into on the 8th day of May, 1927, between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and A. Hattersley & Sons, by and through H. A. Hattersley, for plumbing and heating, material and labor to be performed at No. 2 Turpin Station, Pipe Ave., relative to converting this building into Construction Department Offices, Meter Shop, Stock Room and General Construction Department Headquarters, and stores department, for the Water Works Department of said City, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Edward H. Hunsaker

Done at the Council Chamber this 24 day of May, 1927, City of Fort Wayne Indiana,

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 24 day of May, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1358

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 26 day of May, 1927

Leonard H. Ellenwood
City Clerk.

Approved this 2nd day of June, 1927

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1359

AN ORDINANCE AMENDING ORDINANCE NO. 1328 COMMONLY KNOWN AS THE BUILDING CODE.
as amended May 24th, 1927.

SECTION ONE. Be it ordained by the Common Council of the City of Fort Wayne that sub sections no. 46 and 47 of Section 260 of Chapter 3 of Ordinance no. 1328, commonly known as the Building Code, and adopted by the Common Council, December 14, 1926, be amended to read as follows:

As a precautionary measure against fire and an explosive hazard, it is hereby declared unlawful and is prohibited to install within the city limits of Fort Wayne, either above or below ground, tankage for the storage of products listed under Class 1, which combined capacities shall exceed 5000 gallons at any one location.

The word location as used herein shall mean that no further storage of such said products shall be permitted within a radius of 150 feet from said tankage unless separated by a public street.

WHEREAS, an emergency exists this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal Publication and all permits already granted where tankage has not been installed are hereby revoked.

A. O. Pape

Done at the Council Chamber, this 24 day of May, 1927, City of Fort Wayne, Indiana.

WHEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 24 day of May, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1359

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 26 day of May, 1927

Leonard H. Ellenwood
City Clerk,

Dissapproved 2nd day of June, 1927

Wm. C. Geske
Mayor.

GENERAL ORDINANCE NO. 1360

An Ordinance extending the City Limits, annexing certain territory to the City of Fort Wayne, Indiana, and making the same a part of the Ninth Ward.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the Territorial limits of the City of Fort Wayne, Indiana, be and the same are hereby extended as follows: commencing at the intersection of the centerline of Irene Avenue with the center line of Poinsette Street; thence directly west to Poinsett Park Addition to the extreme northeast corner of same; thence following the north line of Poinsett Park Addition to the extreme northwest corner of same; thence south along the west line of Poinsett Park Addition to a point two hundred (200) feet north of State Boulevard; thence directly west to the GR&I right-of-way; thence south to the present city limits, and that when so extended the territory embraced within said boundaries be and the same is hereby added to the Ninth Ward of said City.

SECTION 2. That this ordinance shall be in full force and effect upon and after its passage and approval by the Mayor and its legal publication.

Chester Hinton

Done at the Council Chamber this 14 day of June, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 14 day of June, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1360

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 16 day of June, 1927

Leonard H. Ellenwood
City Clerk

Approved this 20 day of June, 1927.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 136D

An Ordinance amending Sub sections 46 and 47 Chapter 111 of Section 260 of General Ordinance No. 1328, commonly known as the Building Code and adopted by the Common Council December 14, 1926.

Be it ordained by the Common Council for the City of Fort Wayne, Indiana:

SECTION 1. That sub section 46 of Chapter 111 of Section 260 of General Ordinance No. 1328 commonly known as the Building Code Adopted by the Common Council December 14, 1926 be amended to read as follows:

SUB SECTION 46

(a) Tanks buried underground shall have the top of the tank not less than 2 feet below the surface of the ground, and below the level of any piping to which the tanks may be connected.

In lieu of the 2-foot cover, tanks may be buried under 12 inches of earth and a cover of reinforced concrete at least 6 inches in thickness provided, which shall extend at least one foot beyond the outline of the tank in all directions.

Concrete cover shall be placed on a firm, well tamped earth foundation.

Wherenecessary to prevent floating, tanks shall be securely anchored or weighted.

(b) Where a tank cannot be entirely buried, it shall be covered over with earth to a depth of at least 2 feet with a slope on all sides not steeper than $1\frac{1}{2}$ feet horizontal to 1 foot vertical.

(c) As a precautionary measure against fire and explosive hazard, it is hereby unlawful for any person, firm or corporation to install within the city limits of Fort Wayne either above or below ground, tankage for the storage of products listed under Class 1, which combined capacities shall exceed 5,000 gallons at any one location. The word location as used herein shall mean that no further storage of such said products shall be permitted to within a radius of 150 feet from said tankage unless separated by a public street.

(d) Tank located beneath a building shall be below all portions of that building and shall be limited in capacity only in respect to other buildings as herein provided.

(e) A tolerance of 10 per cent in capacity shall be allowed.

SECTION 2. That sub section 47 of said ordinance as hereinabove described be amended to read as follows:

SUB SECTION 47.

(a) The relation between the capacity of individual tanks and the permissible distances from adjoining property which may be built upon and from other tanks for above ground storage shall be as follows: For Class 11 liquids the distance between tank and the line adjoining property which may be built upon shall be not less than twice the diameter of the tank, but in no case shall a distance exceeding 175 feet be required.

(b) For Class 111 liquids with a flash point below 150 degrees F., closed cup tester. The distance between tank and the line of adjoining property which may be built upon shall be not less than one and one-half times the diameter of the tank, In no case shall a distance exceeding 150 feet be required.

(c) For Class 111 liquids with a flash point of 150 degrees F., and above, closed cup tester, the distance between tank and the line of adjoining property which may be built upon shall be not less than one and one-half times the diameter of the tank. In no case shall a distance exceeding 125 feet be required.

(d) The distance between adjacent tanks shall be not less than three feet.

That this ordinance be in full affect after its passage and approval by the Mayor

A. O. Pape

Done at the Council Chamber the 14 day of June, 1927, 1928 of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 14 day of June, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1361

Ben F. Bennett President

Leonard H. Allenwood, City Clerk

Presented to the Mayor for approval on the 16 day of June, 1927

Leonard H. Allenwood City Clerk

Approved this 20 day of June, 1927,

Wm . C. Geake Mayor.

An Ordinance approving a contract between the Indiana Service Corporation and the City of Fort Wayne, Indiana, by and through its Board of Public Works for the construction maintenance and operation of a standard double track over, on and along So. Wayne Ave. from the north line of Lexington Ave. to the south line of Maxine Drive, thence by suitable turn outs and connecting curves to a single track the southern terminus of said single track to extend to a point of one hundred eighty-five (185) feet south of the south line of said Maxine Drive; also for the construction, maintenance and operation of a standard double track over, on and along State Boulevard from Spy Run Avenue to Pleasant Avenue together with necessary and suitable turn outs and connecting curves to connect said double track with the existing double track on Spy Run Avenue and with the existing single track at said Pleasant Avenue.

WHEREAS, heretofore, on the 19th day of May, 1927, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with the Indiana Service Corporation for the construction, maintenance and operation of a standard double track over, on and along South Wayne Avenue from the north line of Lexington Avenue to the south line of Maxine Drive, thence by suitable turn outs and connecting curves to a single track the southern terminus of said single track to extend to a point of one hundred eighty (185) feet south of the south line of said Maxine Drive; also for the construction, maintenance and operation of a standard double track over, on and along State Boulevard from Spy Run Avenue to Pleasant Avenue together with necessary and suitable turn outs and connecting curves to connect said double track with the existing double track on Spy Run Avenue and with the existing single track at said Pleasant Avenue, which contract is in the following words, to-wit:

WHEREAS, THE INDIANA SERVICE CORPORATION is now the owner of and operating a system of street railway in the city of Fort Wayne, Indiana, for the purpose of furnishing street car service to the inhabitants of said city, and is desirous of constructing, maintaining, operating and using additional street railway tracks, together with all appliances and appurtenance thereto as a part of said system, and which additions and extensions to its system are reasonably necessary in order to provide adequate service and facilities to its patrons, and for the conduct of its business and for the public convenience, interest and safety, by the construction maintenance and operation of a standard double track street railway over and along South Wayne Avenue from the North line of Lexington Avenue to the South line of Maxine Drive, thence by suitable turnouts and connecting curves to a single track street railway on and along South Wayne Avenue, the southern terminus thereof to be one hundred eighty five (185) feet South of the South line of said Maxine Drive, and also a standard double track street railway over on and along State Boulevard from Spy Run Avenue to Pleasant Avenue, together with necessary and suitable double track turnouts and connecting curves to properly connect said double track street railway with the existing double track street railway on said Spy Run Avenue, and necessary and suitable turnouts and connecting curves to properly connect said double track street railway with the existing single track street railway at said Pleasant Avenue, for the improvement, betterment and safety of its service, as more specifically herein after set forth, and in accordance with the plans and specifications therefor on file with the Board of Public Works of said City.

NOW THEREFORE, this agreement made and entered into this 19th day of May, 1927, by and between the City of Fort Wayne, Indiana, hereinafter called the "City" by and through its Board of Public Works, and Indiana Service Corporation, a corporation, organized and existing under the laws of the State of Indiana, hereinafter called the "Company", WITNESSETH:

That for and in consideration of the several and mutual covenants herein contained, it is hereby agreed by and between said parties as follows:

1. The City, by and through its Board of Public Works, in and by virtue of the power and authority granted by law to said Board, does hereby give and grant to the Company, its successors and assigns, subject to the conditions hereinafter expressed, permission and authority from and after the approval of this contract by the Common Council of said city by ordinance, to construct, maintain, use and operate a standard street railway system on and along the following streets in the City of Fort Wayne, Allen County, Indiana:

The right to construct, operate and maintain a standard double track street railway over, on and along South Wayne Avenue, from the North line of Lexington Avenue to the South line of Maxine Drive, thence by suitable turnouts and connecting curves to a single track street railway, the southern terminus of said single track to extend to a point one hundred eighty-five (185) feet south of the south line of said Maxine Drive; also the right to construct, operate and maintain a standard double track street railway over, on and along State Boulevard from Spy Run Avenue to Pleasant Avenue, together with necessary and suitable double track turnouts and connecting curves to properly connect said double track street railway with the existing double track street railway on said Spy Run Avenue, and necessary and suitable turnouts and connecting curves to properly connect said double track street railway with the existing single track street railway at said Pleasant Avenue, together with all necessary poles, wires, anchors, guy wires and appurtenances appertaining thereto and necessary for the proper construction, operation and maintenance of said street railways.

2. The permission and authority hereby granted are upon the following terms and conditions which terms and conditions the Company hereby expressly covenants and agrees for itself, its successors and assigns, to fully carry out and perform.

(A) The work of constructing said street railway systems and other fixtures and appliances shall be done and performed in accordance with said specifications so filed with the Board of Public Work, and to the satisfaction of said Board.

(B) The construction of said tracks shall be carried on so that (cross streets shall be open at all times for vehicular Traffic.)

(C) The Company, its successors and assigns, hereby expressly agrees to and shall forever indemnify and save harmless the said City against and from all damages, judgments, decrees, cost and expenses which the City may suffer, or which may be recovered or obtained against it by reason of or growing out of or resulting in any way from the execution of this contract, the passage of the ordinance ratifying the same, or the constructing, maintaining or operation of the system of street railway herein provided for, or the exercise by the Company, its servants or agents, of the rights, privileges, limitations, conditions and the agreements, stipulations of requirements herein contained, and agrees to pay said city any such damages, judgments, decrees, costs and expenses which it may hereby or thereby suffer, and in any suit brought by the City for recovery of any such damages, costs or expenses it shall be entitled to recover in addition thereto reasonable attorney fees.

(D) The Company agrees to complete the construction of said system of street railway on South Wayne Avenue from the North line of Lexington Avenue to a point one hundred eighty-five (185) feet South of the South line of Maxine Drive on or before the _____ day of _____ 1922, and to complete the said system of street railway on State Boulevard from Spy Run Avenue to Pleasant Avenue on or before the _____ day of _____ 192____. All of said tracks and the necessary curves shall be laid under the supervision of and on lines designated by and with the approval of the City Engineer of said City.

(E) The Company agrees to pave or cause to be paved the said portion of said streets between the outer rail of said tracks and for a space of twelve (12) inches on the outside of said outer rail with vitrified paving brick on a concrete foundation, in all things under and in accordance with specifications to be approved by said Board of Public Works and to be acceptable to said Board in all cases where the remainder of said streets are now paved; it being understood that said portion of said track on South Wayne Avenue from the South line of Maxine Drive to a point one hundred eighty five (185) feet South of the South line of said Maxine Drive shall not be required to be paved until the balance of South Wayne Avenue is paved by said City of Fort Wayne.

(F) Said Company shall keep said tracks in good condition at all times, so that vehicles can easily and freely at all times cross said tracks at all points in any direction without unreasonable interference or obstruction.

(G) Until the happening of the contingency set forth in Section H hereof the said Company in the enjoyment of its rights hereunder, shall in all things be governed and controlled by all the limitations, conditions, agreements, stipulations and requirements and have the same rights, privileges and duties as are contained in an ordinance of said City of Fort Wayne, granting a franchise to the Fort Wayne Traction Company September 2, 1902, except as modified by existing or future laws and all laws amendatory thereof and supplemental thereto, and which limitations, agreements, conditions, stipulations and requirements of said ordinance shall be exercised, kept and performed by the Company, its successors and assigns in so far as the same do not so conflict and are not so modified as aforesaid.

(H) If said Shively-Spencer Utility Commissioner Act. should be repealed or annulled either by such General Assembly or by court action, the Company in the enjoyment of its rights hereunder shall in all things be governed and controlled by the conditions, agreements, stipulations and requirements of, and have the same rights, privileges and duties as are contained in said ordinance referred to in paragraph "G" hereof, except as to rates to be charged for its service, and except that the time of expiration of grant of the rights herein granted shall be the same as the expiration of said franchise granted dated September 2, 1902, as said time may be now modified by said Shively-Spencer Utility Commission Act and all acts amendatory thereof and supplemental thereto. As to the part of the system herein provided for the rate or rates for service shall at all times be the same as the rates charged for service of the remaining portion of its system generally, and the same agreements, stipulations and requirements in said ordinance except as to rates and expiration of grant as above provided, shall be kept and performed by said company, its successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

INDIANA SERVICE CORPORATION

BY ROBERT W. FESSLE
President

ATTEST:

Fred H. Schmidt
Secretary

BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE,

BY Wm Beck

Tom Snook

William S. O. Rourke

ATTEST:

Agatha E. Dick
Secretary

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the Indiana Service Corporation by and through its President providing for the construction, maintenance and operation of a standard double track over, on and along South Wayne Avenue from the north line of Lexington Avenue to the south line of Maxine Drive, thence by suitable turn outs and connecting curves to a single track the southern terminus of said single track to extend to a point of one hundred eighty-five (185) feet south of the south line of said Maxine Drive; also for the construction, maintenance and operation of a standard double track over, on and along State Boulevard from Spy Run Avenue to Pleasant Avenue together with necessary and suitable turn outs and connecting curves to connect said double track with the existing double track on Spy Run Avenue and with the existing single track at said Pleasant Avenue, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

EDWARD H. FISHER

WALTER L. CURDES.

Done at Council Chamber, this 14 day of June, 1927, City of Fort Wayne, Indiana

BE HERBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a Regular meeting, held on the 14 day of June, 1927 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1362

Ben F. Bennett
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 16 day of June, 1927

Leonard H. Ellenwood
City Clerk

Approved this 20 day of June 1927

Wm C. Geake
Mayor

GENERAL ORDINANCE NO. 1363

An Ordinance extending the City Limits and annexing certain territory to the City of Fort Wayne, Indiana, and making the same a part of the Ninth Ward.

SECTION 1. Be it ordained by the common Council of the City of Fort Wayne, Indiana that the territorial limits of the City of Fort Wayne, Indiana, be and are hereby extended as follows; Beginning at the intersection of the center line of Sherman Street and the center line of Russell Avenue; thence east along the center line of Russell Avenue and the center line of Russell Avenue produced east to the east right of way line of the New York Central Railroad; thence north along the east right of way line of New York Central Railroad to the north line of Section 35, Township 31 North, Range 12 East; thence west along the north line of Sherman Street; thence south along the center line of Sherman Street to the center line of Russell Avenue, being the place of beginning, and that when so extended that the territory embraced within said boundaries be and the same is hereby added to the Ninth Ward.

SECTION 2. That this Ordinance be in full force and take effect from and after its passage and approval by the Mayor and legal publication.

James A. Liggett

Done at the Council Chamber, this 14 day of June, 1927, city of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 14 day of June, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 1363

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 16 day of June, 1927

Leonard H. Ellenwood
City Clerk

Approved this 20 day of June, 1927

Wm C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1364

An Ordinance approving a contract between the City of Fort Wayne, by and through its Board of Public Works and the American Telephone and Telegraph Company of Indiana, for the permission and authority to construct, operate and maintain telephone and telegraph lines under the public streets, alleys and highways and other public places of the City of Fort Wayne

Whereas, on the 3rd day of June, 1927, the City of Fort Wayne by and through its Board of Public Works entered into a contract with the American Telephone and Telegraph Company of Indiana for the permission and authority to construct, operate and maintain lines of telephone and telegraph under the public streets, alleys, highways and public places of the City of Fort Wayne, County of Allen, State of Indiana, including such wires, conduits, manholes, cables, electrical conductors and other structures, appliances and appurtenances as may be from time to time necessary for the convenient transaction of the business of said Company, which contract is in the following words, to-wit:

THIS AGREEMENT made and entered into this 14th day of June, 1927, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the first part, and the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF INDIANA, a corporation of the State of Indiana party of the second part.

WHEREAS it is the desire of the party of the second part to construct, maintain and operate, certain wires and cables underground in the street, alleys and highways of the City of Fort Wayne, Indiana; and

WHEREAS such underground construction is necessary within the fire limits of the City by virtue of General Ordinance #621, entitled "An ordinance providing for the placing of certain wires underground", passed by the Common Council of the City of Fort Wayne at its regular session October 28, 1913; and

WHEREAS it is the desire of the party of the second part to install its wires and cables underground beyond the said fire limits of the City; and

WHEREAS such underground construction will be for the mutual benefit of the City of Fort Wayne and the party of the second part; and

WHEREAS General Ordinance #449 entitled "An ordinance ratifying and approving a contract entered into the 31st day of August, 1910 by and between the City of Fort Wayne and the American Telephone and Telegraph Company of Indiana", passed by the Common Council of the City of Fort Wayne at a regular session October 11, 1910 and approved by the Mayor of said City October 18, 1910 does not provide for such underground construction.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

SECTION 1. That the party of the first part, by and through its Board of Public Works, does hereby authorize and empower said party of the second part, its successors, assigns, lessees and agents, and by the terms of this contract consent, permission and authority are granted unto and vested in the party of the second part, subject to the laws and ordinances now in force or hereafter enacted or put in force as police regulations, to construct, operate and maintain lines of telephone and telegraph under the public street alleys and highways and other public ways of the City of Fort Wayne, County of Allen, State of Indiana, including such wires, conduits, manholes, cables, electrical conductors and other structures, appliances and appurtenances as may be from time to time necessary for the convenient transaction of the business of the said Company,

PROVIDED HOWEVER, that this permission shall not be construed as granting the right, privilege or authority to construct, operate and maintain telephone line for the purpose of furnishing a local public exchange service in said City, such local public telephone exchange being defined to be "telephone service furnished to customers of subscribers between points located within the City of Fort Wayne".

SECTION 2. Said AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF INDIANA may exercise the rights herein granted by acquiring occupying or using the conduits or other structures of any other Company, and may permit any other Company to acquire, occupy or use its conduits or other structures, upon terms and conditions not inconsistent with the provisions to the ordinance, to be agreed upon by said Companies.

SECTION 3. All conduits, manholes and fixtures shall be installed under the direction and supervision of the Board of Public Works and all streets, alleys and sidewalks that may be disturbed or damaged in the construction of the said lines shall be promptly replaced and repaired by the said Company at its own expense, and to the satisfaction of the said Board of Public Works.

SECTION 4. Said Company shall be subject to all ordinances now in force or that may be hereafter passed as police regulations relative to the use of the public highways of the said City of Fort Wayne,

SECTION 5. Nothing in this ordinance shall be construed to grant to the said Company an exclusive franchise and the said City of Fort Wayne hereby reserves the right to grant a like consent to any other Company, person or persons for like purposes.

SECTION 6. Said Company shall hold said City of Fort Wayne free and harmless from all damages or claims for damages arising by reason of the construction or negligent maintenance of said lines.

SECTION 7. It is further agreed that said AMERICAN TELEPHONE and TELEGRAPH COMPANY OF INDIANA will dismantle its crossarms and wires on the pole line on Clinton Street within six months after the installation in working order of its cable in conduit in and along Spy Run Avenue and Clinton Street.

IN WITNESS WHEREOF the undersigned members of the Board of Public Works of the City of Fort Wayne, Indiana, on behalf of said city have hereunto set their hands and seals, and the said American Telephone and Telegraph Company of Indiana has caused this instrument to be signed, under its corporate name by its President, and its corporate seal to be affixed thereto, duly attested by its Assistant Secretary, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BY WM. C. BECK (SEAL)

TOM SNOOK (SEAL)

W. S. O'ROURKE (SEAL)

BOARD OF PUBLIC WORKS (SEAL)

ATTEST AGATHA E. DIEK (SEAL)

SECRETARY & BOARD OF PUBLIC WORKS (SEAL)

ATTEST:
James Robb
Asst. Secretary.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY
OF INDIANA.

BY Charles D. M. Cole
Its President

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereto fore entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the American Telephone and Telegraph Company of Indiana, by and through its President, for the permission and authority to construct, operate and maintain lines of telephone and telegraph under the public streets, alleys highways and public places of the City of Fort Wayne, County of Allen, State of Indiana, including such wires, conduits, manholes, cables, electrical conductors and other structures, appliances and appurtenances as may be from time to time necessary for the convenient transaction of the business of said company, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2 That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

CHESTER HINTON

DONE At the Council Chamber, this 28 day of June, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting held on the 28 day of June, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1364

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 7 day of July, 1927

Leonard H. Ellenwood
City Clerk

Approved this 8 day of July, 1927,

Wm C. Geake
Mayor

GENERAL ORDINANCE NO 1365

An Ordinance extending the City limits, annexing certain territory to the City of Fort Wayne, Indiana, and making the same a part of the Tenth Ward:

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the territorial limits of the City of Fort Wayne, Indiana, be and the same are hereby extended as follows; Beginning at the intersection of Gay street and McKinnie Avenue, thence east along the center line of McKinnie Avenue to the intersection of McKinnie Avenue and Holton Avenue; thence south along the center line of Holton Avenue extended to the intersection of Holton Avenue extended and Pettit Avenue extended; thence west along the center line of Pettit Avenue extended to the present city limit line; thence north along the present city limit line to the place of beginning, and that when so extended the territory embraced within said boundaries be and the same is hereby added to the Tenth Ward of said City.

SECTION 2. That this ordinance shall be in full force and effect upon and after its passage and approval by the Mayor and its legal publication.

Edward H. Munsaker

Done at the Council Chamber this 12 day of July, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 12 day of July, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO 1365

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 14 day of July, 1927

Leonard H. Ellenwood
City Clerk

Approved this 14 day of July, 1927,

Wm C. Geake
Mayor

GENERAL ORDINANCE NO. 1366

An Ordinance approving a contract between the Indiana Service Corporation and the City of Fort Wayne, Indiana, by and through its Board of Public Works for the construction, maintenance and operation of a standard double track over, on and along Warsaw Street, from Pontiac Street to Oxford Street, and thence east on Oxford Street to Anthony Boulevard, together with necessary and suitable double track turnouts and connecting curves properly to connect said double track street railway with the existing double track street railway on said Pontiac Street and with the necessary curves at Oxford and Warsaw Street.

WHEREAS, heretofore, on the 23rd day of June, 1927, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with the Indiana Service Corporation for the construction, maintenance and operation of a standard double track over, on and along Warsaw Street, from Pontiac Street to Oxford Street, and thence east on Oxford Street to Anthony Boulevard, together with necessary and suitable double track turnouts and connecting curves properly to connect said double track street railway with the existing double track street railway on said Pontiac Street and with the necessary curves at Oxford and Warsaw Streets, which contract is in the following words, to-wit:

WHEREAS, the Indiana Service Corporation is now the owner of and operating a system of street railway in the City of Fort Wayne, Indiana, for the purpose of furnishing street car service to the inhabitants of said City, and is desirous of constructing, maintaining, operating and using additional street railway tracks, together with all appliances and appurtenances thereto as a part of said system, and when additions and extensions to its system are reasonably necessary in order to provide adequate service and facilities to its patrons, and for the conduct of its business and for the public convenience, interest and safety, by the construction, maintenance and operation of a standard double track street railway over and along Warsaw Street, from Pontiac Street to Oxford Street, and thence east on Oxford Street to Anthony Boulevard, together with necessary and suitable double track turnouts and connecting curves properly to connect said double track street railway with the existing double track street railway on said Pontiac Street and with the necessary curves at Oxford and Warsaw Streets, for the improvement, betterment and safety of its service, as more specifically hereinafter set forth, and in accordance with the plans and specifications therefor on file with the Board of Public Works of said City.

NOW, THEREFORE, this agreement made and entered into this 16th day of June, 1927, by and between the City of Fort Wayne, Indiana, hereinafter called the "City" by and through its Board of Public Works, and Indiana Service Corporation, a corporation organized and existing under the laws of the State of Indiana, hereinafter called the "Company," WITNESSETH:

That for and in consideration of the several and mutual covenants herein contained, it is hereby agreed by and between said parties as follows:

1. The City, by and through its Board of Public Works, in and by virtue of the power and authority granted by law to said Board, does hereby give and grant to the Company, its successors and assigns, subject to the conditions hereinafter expressed, permission and authority from and after the approval of this contract by the Common Council of said City by ordinance, to construct, maintain, use and operate a standard street railway system on and along the following streets in the City of Fort Wayne, Allen County, Indiana:

The right to construct, operate and maintain a standard double track street railway over, on and along Warsaw Street, from Pontiac Street to Oxford Street, and thence east on Oxford Street to Anthony Boulevard, together with necessary and suitable double track turnouts and connecting curves properly to connect said double track street railway with the existing double track street railway on said Pontiac Street and with the necessary curves at Oxford and Warsaw Streets, together with all necessary poles, wires, anchors, guy wires and appurtenances appertaining thereto and necessary for the proper construction, operation and maintenance of said street railways.

2. The permission and authority hereby granted are upon the following terms and conditions, which terms and conditions the Company hereby expressly covenants and agrees for itself, its successors and assigns, to fully carry out and perform.

(A) The work of constructing said street railway systems and other fixtures and appliances shall be done and performed in accordance with said specifications so filed with the Board of Public Works, and to the satisfaction of said Board.

(B) The construction of said tracks shall be carried on so that cross streets shall be open at all times for vehicular traffic.

(C) The Company, its successors and assigns, hereby expressly agrees to and shall for ever indemnify and save harmless the said City against and from all damages, judgments, decrees, cost and expenses which the City may suffer, or which may be recovered or obtained against it by reason of or growing out of or resulting in any way from the execution of this contract, the passage of the ordinance ratifying the same, or the constructing, maintaining or operation of the system of street railway herein provided for, or the exercise by the Company, its servants or agents, of the rights, privileges, limitations, conditions and the agreements, stipulations or requirements herein contained, and agrees to pay said City any such damages, judgments, decrees costs and expenses which it may hereby or thereby suffer, and in any suit brought by the City for recovery of any such damages, costs or expenses it shall be entitled to recover in addition thereto reasonable attorney fees.

(D) The Company agrees to complete the construction of said system of street railway

on Warsaw and Oxford Streets on or before the 31st day of December, 1928, provided, however, that the Company shall not be required to commence construction of said work until Warsaw Street shall be open through to Oxford Street. All of said tracks and the necessary curves shall be laid under the supervision of and on lines designated by and with the approval of the City engineer of said City.

(E) The Company agrees to pave or cause to be paved the said portion of said streets between the outer rails of said tracks and for a space of twelve (12) inches on the outside of said outer rails with vitrified paving brick on a concrete foundation, in all things under and in accordance with specifications to be approved by said Board of Public Works, and to the approval of and to be acceptable to said Board when the remainder of said streets are paved by the City, and thereafter to maintain and repair said portions of said street pavement in the manner and at such times as said Board may require and said Company further agrees to repave said portions of said street when and as often as the remaining portions of said street are paved by said City. Provided, however, that said Company shall not be required to pave, repave or maintain said portion of said streets with any more expensive material than the remaining portions may hereafter be paved with.

(F) Said Company shall keep said tracks in good condition at all times, so that vehicles can easily and freely at all times cross said tracks at all points in any direction without unreasonable interference or obstruction.

(G) Until the happening of the contingency set forth in Section H hereof the said Company in the enjoyment of its rights hereunder, shall in all things be governed and controlled by all the limitations, conditions, agreements, stipulations and requirements and have the same rights privileges and duties as are contained in an ordinance of said City of Fort Wayne granting a franchise to the Fort Wayne Traction Company September 2, 1902, except as modified by existing or future laws and all laws amendatory thereof and supplemental thereto, and except as to rates to be charged for its services and except that the time of expiration of the grant of rights herein granted shall be the same as the expiration of the franchise granted said Fort Wayne Traction Company on September 2, 1902 as said time may be now modified by the Act of the General Assembly of the State of Indiana known as the Shively-Spencer Utility Commission Act passed at its session in 1913 and contained in the Acts of the General Assembly of Indiana for the year 1913 on page 167 and all acts amendatory thereof and supplemental thereto and which limitations, agreements, conditions, stipulations and requirements of said ordinance shall be exercised, kept and performed by the Company, its successors and assigns in so far as the same do not so conflict and are not so modified as aforesaid.

(H) If said Shively-Spencer Utility Commission Act should be repealed or annulled either by such General Assembly or by court action, the Company in the enjoyment of its rights hereunder shall in all things be governed and controlled by the conditions, agreements, stipulations and requirements of, and have the same rights, privileges and duties as are contained in said ordinance referred to in paragraph "G" hereof, except as to rates to be charged for its service, and except that the time of expiration of grant of the rights herein granted shall be the same as the expiration of said franchise granted dated September 2, 1902, as said time may be now modified by said Shively-Spencer Utility Commission Act and all acts amendatory thereof and supplemental thereto. As to the part of the system herein provided for the rate or rates for services shall at all times be the same as the rates for services shall at all times be the same as the rates charged for service of the remaining portion of its system generally, and the same agreements, stipulations and requirements in said ordinance, except as to rates and expiration of grant as above provide, shall be kept and performed by said Company, its successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

INDIANA SERVICE CORPORATION

By Robert W. Feustel
President

ATTEST:

Fred H. Schmidt
Secretary

BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE,

By Wm Beck

Tom Snook

William S. O'Rourke

ATTEST:

Agatha E. Diek
Secretary.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore entered in to by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the Indiana Service Corporation by and through its President providing for the construction, maintenance and operation of a standard double track over, on and along Warsaw Street, from Pontiac street to Oxford Street, and thence east on Oxford Street to Anthony Boulevard, together with necessary and suitable double track turnouts and connecting curves properly to connect said double track street railway with the existing double track street railway on said Pontiac Street and with the necessary curves at Oxford and Warsaw Streets, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Edw. H. Hunsaker

Done at the Council Chamber, this 12 day of July, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 12 day of July, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1366

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 14 day of July, 1927

Leonard H. Ellenwood
City Clerk

Approved this 14 day of July, 1927,

Wm C. Geake.
Mayor

GENERAL ORDINANCE NO. 1367

An Ordinance approving and ratifying a contract between V. J. Baldwin, of Fort Wayne, Indiana, and the City of Fort Wayne, Indiana, by and through its Board of Public Works for the construction of a one story brick building for an electric light and power station.

WHEREAS, V. J. Baldwin of Fort Wayne, Indiana, entered into a contract with the City of Fort Wayne, by and through its Board of Public Works on the 26th day of July, 1927, for the construction of a one story brick building for an electric light and power station, which contract is in the following words and figures, to-wit:

CONTRACT AND BOND

This agreement made and entered into this 26th day of July, 1927, by and between the City of Fort Wayne, by and through its Board of Public Works, hereinafter called Board, and V. J. Baldwin, hereinafter called Contractor, witnesseth:

That for and in consideration of Twenty-eight Hundred Twenty-five Dollars (\$2825.00) said Contractor agrees to erect and construct upon lots Eight (8) and Nine (9) Interurban Addition to the City of Fort Wayne, Allen County, Indiana, a one story brick building for an electric light and power station, which said brick building shall be built according to detailed plans and specifications on file at the office of said Board and Superintendent of Light and Power, which said plans and specifications are by reference made a part hereof. Said building is to be built in a good and workman like manner according to the plans and specifications referred to and shall be placed upon said lots hereinabove described in such position and in such manner as may be designated by said Board.

Contractor further agrees to do and perform all of said work to the entire satisfaction of said Board. Said Contractor will begin the construction of said building immediately upon the execution and the ratification of this contract, and will complete the same within forty-five (45) days of the date of beginning. Upon the completion of the construction of said building and the acceptance of the same by said Board, and upon a satisfactory showing to said Board that all of the costs for material and labor have been paid, said Contractor shall receive the consideration herein set out in full. If said Contractor shall fail to pay for any of the materials or pay the cost of labor used or employed in the construction of said building, then the said Board may pay for said materials to the persons furnishing same or pay for said labor and deduct the amounts thereof from the contract price. To each of the conditions and stipulations of this contract the undersigned bind themselves, their heirs, administrators, successors and assigns.

In witness whereof the parties have hereto set their hands and seals the day and year first above written.

CITY OF FORT WAYNE

BY Wm J. Beck

Tom Snook

William S. O'Rourke
BOARD OF PUBLIC WORKS.

V. J. BALDWIN
CONTRACTOR

Wm. J. Geake
Mayor.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract entered into by and between V. J. Baldwin, of Fort Wayne, Indiana, and the City of Fort Wayne, by and through its Board of Public Works, on the 26th day of July, 1927, for the construction of a one story brick building for an electric light and power station, as more fully set forth in the preamble hereto, be and the same is hereby in all things approved and ratified.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Jacob M. Stouder

Done at the Council Chamber this 26 day of July, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26 day of July, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1367

Ben F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 28 day of July, 1927

Leonard H. Ellenwood
City Clerk

Approved this 2nd day of August, 1927

Wm C. Geake
Mayor.

GENERAL ORDINANCE NO. 1368

An Ordinance fixing the tax levy for City purposes for the year 1928. as amended Sept. 2, 1927.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of sixty-two $\frac{1}{2}$ (.625) cents, upon each One Hundred (\$100.00) Dollars of the assessed valuation of all property within the corporate limits of said City, be, and the same is hereby made for the year, 1928, same to be divided as follows:

General Appropriation Fund,	.48.9
Sinking Fund,	.016
Firemen's Pension Fund,	.01
Police Pension Fund,	.01
Track Elevation,	.0025
River Improvement- Flood Prevention, etc.	.005
City Planning Commission Fund,	.005
Parks-Park General Fund,	.055
Parks-Playground Fund,	.01
Parks-Tree preservation Fund,	.005
Parks-Aviation Field, Purchase Fund,	.0025
Parks-Aviation Field Improvement Fund,	1005
Mill Creek or Junk Ditch Improvement	.01
 TOTAL	 .625

SECTION 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of Two (\$2.00) Dollars during said year of 1928.

SECTION 3. That all taxes shall be collected in semi-annual installments.

SECTION 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Chester Hinton

Done at the Council Chamber this 2 September, 1927, City of Fort Wayne, Indiana,

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a Special meeting, held on the 2 day of September, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1368

Ben F. Bennett
President.

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 7 day of Sept. 1927

Leonard H. Ellenwood
City Clerk,

Approved this 10 day of September, 1927

Wm C. Geake
Mayor

GENERAL ORDINANCE NO. 1369

AN Ordinance authorizing the Board of Public Works to sell certain frame houses and garages.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the Board of Public Works, be and is hereby authorized to sell five frame houses and three frame grages, and to file its petition by and through the City Attorney with the Allen Circuit Court Fort the Appointment of appraisers to apprais e said property

SECTION 2. That this ordinance shall be in full force and take effect from and after its passage and approval by the Mayor.

Herman F. Gerdon

Done at the Council Chamber this 13 day of September, 1927, City of Fort Wayne, Indiana

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a Regular meeting held on the 13 day of September, 1927, by a majority vote of all members elect, did pass the ordinance nereunto attached, and known as
GENERAL ORDINANCE NO. 1369

Ben F. Bennett
Pres.

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for appr oval on the 15 day of Sept, 1927

Leonard H. Ellenwood
City Clerk.

Approved this 15 day of September , 1927

Wm C. Geake

GENERAL ORDINANCE NO. 1370

An Ordinance authorizing the sale of certain real estate, and providing for the reinvestment of the proceeds of such sale, and authorizing the purchase of certain real estate by the Board of Public Works for a fire department station.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana

SECTION 1. That the Board of Public Safety of the City of Fort Wayne, be, and is hereby authorized to sell Lot No. 17, Dreibelbiss First Addition to the City of Fort Wayne, Allen County, Indiana; said land to be sold and conveyed as other lands of the city are sold, provided said property shall be first appraised as provided by law.

SECTION 2. That the funds which shall be derived from such sale shall be credited to the Department of Public Safety and expended and invested as herein after provided in this ordinance.

SECTION 3. That the Board of Public Works of said City, be and it is hereby authorized to purchase for the purpose of a fire station to be under the direction of the Board of Public Safety the following described tract of real estate in Allen County, Indiana, to wit; The West One Hundred One (101) feet of the North Seven and Eighty-three Hundredths (7.83) feet of Lot Number Thirty Four (34) the West One Hundred One (101) feet of Lots Number Thirty-five (35) and Thirty-six (36), and the West One Hundred One (101) feet of Lot Number Thirty-seven (37) except the North Thirty-three (33) feet thereof in Avondale Addition to the City of Fort Wayne according to the recorded plat thereof, and the money arising from the sale of the real estate described in Section One of this ordinance or so much of it as shall be necessary, shall be applied to the purchase price of said real estate described in this section, and the property so purchased shall be held for fire department stations under the direction of the Board of Public Safety; that the price to be paid for said property is not to exceed the sum of Thirty-seven Hundred Fifty Dollars (\$3750.00)

SECTION 4. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Hermon F. Gerdon

Done at the Council Chamber this 13 day of September, 1927, City of Fort Wayne, Indiana

WE HEREBY CERTIFY That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 13 day of September, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE 1370

Ben F. Bennett
President.

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 15 of Sept. 1927

Leonard H. Ellenwood
City Clerk

Approved this 15 day of September, 1927,

Wm . C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1371

An Ordinance transferring Seven Thousand Dollars (\$7,000.00) from the Street and Alley Repair Material Fund to the Street and Alley Repair Material Fund to the Street and Alley Cleaning Pay Roll Fund under the direction of the Board of Public Works.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That Seven Thousand Dollars (\$7,000.00) be and the same is hereby transferred f from the Street and Alley Repairs Material Fund, the same being Item 111, to the Street and Alley Cleaning Pay Roll Fund, the same being Item 115 under the direction of the Board of Public Works.

SECTION 2 That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Harry M. McMillen.

Done by the Council Chamber this 27th day of September, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 27th day of September, 1927, by a majority vote of all members elec, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1371

Ben F. Bennett,
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 30th day of September, 1927.

Leonard H. Ellenwood,
City Clerk.

Approved this 4th day of October 1927.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO. 1372.

An Ordinance changing the name of Holton Court to Robinwood Drive.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the Street now known as Holton Court be and the same is hereby styled and shall hereafter be known as Robinwood Drive.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Edward H. Hunsaker,

Done at the Council Chamber this 27th day of September, 1927, Fort Wayne, Indiana, all

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 27th day of September 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1372.

Ben. F. Bennett,
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 30th day of September, 1927.

Leonard H. Ellenwood
City Clerk.

Approved this 4th day of October, 1927.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO 1373.

An Ordinance providing for the payment of fees for the violation of City Traffic Regulations.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That whenever any member of the Police Force of said City shall find that any of the provisions of any of the ordinances regulating traffic in and upon the streets and public highways of the City of Fort Wayne have been violated, or are being violated by the owner or operator of any vehicle, such officer shall notify such owner or operator in writing of such violation and it shall be the duty of such person so notified to report at the Traffic office of said City within forty eight (48) hours thereafter. Such notice shall be made in duplicate and shall show the specific violation, the State license number of such vehicle and the owner's name, if possible to obtain the same, and it shall be signed by such police officer giving his badge number. One copy of such notice shall be presented to the owner of such vehicle or his representative when found in charge of said vehicle and in case such owner or his representative be found in possession or in charge thereof, the posting of such notice in a conspicuous place upon the vehicle shall be deemed sufficient notice of such violation. It shall be the duty of such police officer to make a report to the traffic office of the service of such notice, which report shall give the nature of the violation, the State License number of the vehicle and the name of the owner upon whom such notice was served, if possible to obtain it. In event that such police officer cannot serve such notice, upon the owner of such vehicle or his representative, such violation shall be reported to the traffic officer and a notice of said violation shall then be served upon said owner, the mailing of said notice to the last and usual address of such owner being sufficient. The owner or operator of such vehicle who has been notified of the violation of any of such traffic regulations, shall, within forty eight (48) hours after having been notified, present himself together with the notice, at the traffic office of said City, and if he so desires, plead guilty, and for the first violation of any traffic regulation shall pay to the City Clerk a fee of two dollars, (\$2.00); for the second violation a fee of three (\$3.00) Dollars; and for the third violation a fee of five (\$5.00) Dollars. Thereafter all violations must be presented on affidavit in court.

SECTION 2. Upon the payment of the fee provided for in the Section One, the City Clerk shall issue a receipt to the owner of such vehicle or his representative, and it is hereby made the duty of said clerk to keep a correct record showing the amount so paid, the date thereof, the number of the State License, and the name of the owner, and shall designate the violation for which such fee is paid, and whether or not such violation is the first, second or a subsequent violation by such owner. And it is made the duty of said Clerk to account for all fees assessed and collected by him under the provision of this ordinance, and to pay the same into the City Treasury once each month.

SECTION 3. That whenever any person, who has been notified to appear as provided in this ordinance, shall fail or refuse to present himself at the Traffic Office within forty eight (48) hours after service of such notice, or shall fail to pay the fee provided for the offense charged, it is hereby made the duty of the officer serving such notice, to file or cause to be filed, in the proper court, an affidavit charging such person with the violation specified in the notice, and to assist in the prosecution of such charge.

SECTION 4. That this ordinance shall be in full force and effect, from and after its passage,

approval by the Mayor and its legal publication.

Harry F. Zimmerman.

Done at the Council Chamber this 27th day of September, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of September, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1373.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 30th day of September, 1927.

Leonard H. Ellenwood.
City Clerk.

Approved this 4th day of October, 1927.

WM. C. Geake,
Mayor,

GENERAL ORDINANCE NO. 1374.

An Ordinance fixing and establishing the compensation for certain City Officials and Employees.

Be it enacted by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That in accordance with Chapter 23 of an Act of the General Assembly of the State of Indiana of the year 1927, the compensation of certain City Officials and Employees is hereby fixed and established as set out in this section from and after January 1, 1928; The Mayor at the rate of Six Thousand Five Hundred Dollars (\$6,500.00) per year;

The Controller at the rate of Forty-two Hundred Dollars (\$4200.00) per year.

A Deputy Controller at the rate of Twenty-one Hundred Dollars (\$2100.00) per year;

One Deputy City Clerk at the rate of Fifteen Hundred Dollars (\$1500.00) per year;

The City Treasurer at the rate of Thirty-six Hundred Dollars (\$3600.00) per year;

One Deputy Treasurer at the rate of Eighteen Hundred Dollars (\$1800.00) per year;

The City Judge at the rate of Four Thousand Dollars (\$4,000.00) per year;

The Members of the Board of Public Works at the rate of Three Thousand Dollars (3,000.00) each per year;

The Clerk of the Board of Public Works at the rate of Eighteen Hundred Dollars (\$1800.00) per year;

The Members of the Board of Public Safety at the rate of Nine Hundred Dollars (\$900.00) each per year;

The Clerk of the Board of Public Safety at the rate of Eighteen Hundred Dollars (\$1800.00) per year;

The City Civil Engineer at the rate of Four Thousand Dollars (\$4,000.00) per year;

The Members of the Common Council at the rate of Nine Hundred Dollars (\$900.00) each per year;

The City Attorney at the rate of Four Thousand Dollars (\$4,000.00) per year.

SECTION 2. That this ordinance shall be in full force and effect upon and after its passage and approval by the Mayor.

A. O. Pape.

Done at the Council Chamber this 27th day of September, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 27th day of September, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1374.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 30th day of September, 1927.

Leonard H. Ellenwood.
City Clerk.

Approved this 4th day of October, 1927.

WM. C. Geake,
Mayor.

GENERAL ORDINANCE No. 1375.

An Ordinance amending Section 4 of General Ordinance No. 872, the same being "An Ordinance defining the limits of the wholesale and retail markets on Barr Street and regulating the wholesaling and retailing of provisions and articles of food upon the Barr Street market and providing a penalty for the violation thereof," as passed February 25, 1919

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That Section 4 of General Ordinance No. 872, the same being "An Ordinance defining the limits of wholesale and retail markets on Barr Street and regulating the wholesaling and retailing of provisions and articles of food upon the Barr Street market and providing a penalty for the violation thereof," as passed February 25, 1919, be amended to read as follows: Section 4. No article shall be sold, or offered for sale at wholesale on said retail market before 7:00 A. M. on any day.

The word "wholesale" as used in this section shall be construed as meaning any purchase or sale of any article or articles with the intention to resell, but shall in no case apply to any article or articles purchased by the consumer for his or her own use.

Section 2. That this ordinance be in full force and effect upon and after its passage and approval by the Mayor.

Ralph Clark.

Done at the Council Chamber, this 27th day of September, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the city of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of September, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No 1375.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk

Presented to the Mayor for approval on the 30th day of September, 1927,

Leonard H. Ellenwood,
City Clerk.

Approved this 4th day of October, 1927.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1376.

An Ordinance approving a contract between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the National Mill Supply Company for the purchase of certain ash handling equipment to be used in the City Light Plant.

Whereas, on the 13th day of September, 1927, the City of Fort Wayne, Indiana, entered into a certain contract with The National Mill Supply Company for the purchase of certain ash handling equipment to be used in the City Light Plant, which contract is in the following words and figures, towit:

THIS AGREEMENT Made and entered into by and between the City of Fort Wayne, by and through its Board of Public Works, first party and the National Mill Supply Company by S. A. Lehman, Its President, second party, witnesseth:

That said first party agrees to buy and said second party agrees to sell certain ash handling equipment including:

- 1 - Skip- Lift Bucket.
- 1 - Cable, Head & Deflector Sheaves
- 1 - Knuckle Sheaves
- 1 - Counterweight
- 1- Winding Machine
- 1 - Motor & Brake
- 1 - Control Panel & Accessories
- 1 - Guides for Bucket & Counterweight
- 1 - Superstructure
- 1 - Discharge Rails
- 1 - Receiving Hopper
- 1 - Automatic Hinged Cover
- 1 - Bunker Gate
- 1 - Platform, Handrail & Ladder

all of said material to be in accordance with Estimate No. 8673 furnished by R. H. Beaumont Company as of December 22, 1926.

First party agrees to pay said second party the sum of Twenty-nine Hundred Fifty Dollars (\$2950.00) therefor. On the 15th day of each month ninety per cent (90%) of the contract value of the materials shipped during the preceding month is to be paid to second party and final payment is due thirty days after complete shipment. All of said equipment and materials are to be furnished F. O. B. Cars, Fort Wayne, Indiana.

Ash handling equipment and all articles purchased by first party shall be in accordance with plans and specifications and attached to and a part of said estimate No. 8673, and shall be in full compliance with said estimate so furnished.

In Witness Whereof the parties hereto have hereunto set their hands and seals this 13th day of September, 1927.

City of FORT WAYNE
By Wm. Beck

Tom Snook

William S. O'Rourke
Board of Public Works
National Mill Supply Company
By S. A. Lehman

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract heretofore entered into on the 13th day of September, 1927, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and the National Mill Supply Company for the purchase of certain ash handling equipment to be used in the City Light Plant, as more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance be in full force and effect upon and after its passage and approval by the Mayor.

Harry F. Zimmerman.

Done at the Council Chamber, this 27th day of September, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana. at a regular meeting, held on the 27th day of September, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1376

Ben. F. Bennett,
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 30th day of September, 1927

Leonard H. Ellenwood,
City Clerk.

Approved this 4th day of October, 1927.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1377.

An Ordinance fixing the salaries in the Construction Department of the City Light Department of Fort Wayne, Indiana, as amended October 11, 1927.

Be it ordained by the Common Council of The City of Fort Wayne, Indiana.

SECTION 1. That the employees in the Construction Department of the City Department received the following salaries respectively:

Superintendent of Construction at the rate of Two Hundred Fifty Dollars (\$250.00) per month;

Wagon Foreman at the rate of Ninety Cents (\$.90) per hour;

Lineman at the rate of Eighty Cents (\$.80) per hour;

Apprentice Lineman at the rate of Sixty-five cents (\$.65) per hour;

Chief Trouble Man at the rate of One Hundred Seventy-five Dollars (\$175.00) per month

Trouble Man at the rate of One Hundred Fifty-five Dollars (\$155.00) per month

Chief Draftsman at the rate of One Hundred Forty Dollars (\$140.00) per month.

Draftsman at the rate of One Hundred Ten Dollars (\$110.00) per month.

Trouble Dispatcher at the rate of One Hundred Five Dollars (\$105.00) per month.

Store Keeper at the rate of Sixty-five Cents (\$.65) per hour.

Chief Lamp Attendant at the rate of One Hundred Forty Dollars (\$140.00) per month;

Lamp Attendant at the rate of One Hundred Twenty Dollars (\$120.00) per month;

Truck Driver at the rate of Sixty Cents (\$.60) per hour;

Groundmen at the rate of Sixty Cents (\$.60) per hour;

Automobile Repairmen at the rate of Seventy Cents (\$.70) per hour;

Assistant Automobile Repairmen at the rate of Sixty-five Cents (\$.65) per hour;

Appliance Repairman at the rate of One Hundred Fifty-five Dollars (\$155.00) per month;

Chief Clerk at the rate of One Hundred Ninety Dollars (\$190.00) per month;

Carpenter at the rate of Seventy Cents (\$.70) to Eighty Cents (\$.80) per month;

Watchman at the rate of Thirty-three Dollars (\$33.00) per month;

Apprentice Lineman shall be raised at the rate of Five Cents (\$.05) per hour per year when found competent until they have reached linemen's rate.

SECTION 2. That this schedule of pay rolls and wages shall take effect on and after January 1, 1928.

SECTION 3. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

Harry M. McMillen.

Done at the Council Chamber, this 11th day of October, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the city of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of October, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1377.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 19th day of October, 1927.

Leonard H. Ellenwood,
City Clerk.

Approved this 20th day of October, 1927.

Wm. C. Geake, Mayor.

GENERAL ORDINANCE NO. 1378.

An Ordinance fixing and establishing the compensation for certain City Employees under the direction of the Board of Public Works, as amended October, 11th, 1927.

Be it enacted by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the following employees of the City of Fort Wayne, under the direction of the Board of Public Works, shall receive the compensation herein set out respectively, on and after the first day of January, 1928:

The Building Commissioner at the rate of Twenty-seven Hundred Sixty Dollars (\$2760.00) per year;

Assistant to Building Commissioner at the rate of Twenty-one Hundred Dollars (\$2100.00) per year;

Electrical Inspector at the rate of Twenty-four Hundred Sixty Dollars (\$2460.00) per year;

Plumbing Inspector at the rate of Twenty-four Hundred Sixty Dollars (\$2460.00) per year;

Clerk Building Department at the rate of Eleven Hundred Seventy-six Dollars (\$1176.00) per year;

Street Commissioner at the rate of Twenty Seven Hundred (\$2700.00) per year;

Assistant Street Commissioner at the rate of Twenty-one Hundred Dollars (\$2100.00) per year;

Assistant City Engineer at the rate of Twenty-four Hundred Dollars (\$2400.00) per year;

First Assistant to Engineer at the rate of Twenty-two Hundred Eighty Dollars Eighty Dollars (\$2280.00) per year;

Clerk No. 1 to Engineer at the rate of Eighteen Hundred Sixty-five Dollars (\$1865.00) per year;

Draftsman at the rate of Twenty-one Hundred Sixty Dollars (\$2160.00) per year;

Rodman at the rate of Eighteen Hundred Sixty Dollars (\$1860.00) per year;

Clerk No. 2 to Engineer at the rate of Nine Hundred Sixty Dollars (\$960.00) per year;

1st day Janitor at the rate of Thirteen Hundred Twenty Dollars (\$1320.00) per year;

2nd day Janitor at the rate of Thirteen Hundred Twenty Dollars (\$1320.00) per year;

Night Janitor at the rate of Twelve Hundred Dollars (\$1200.00) per year;

Janitress at the rate of Nine Hundred Sixty Dollars (\$960.00) per year;

Special Street and Alley Inspector at the rate of Twenty-five Hundred Dollars (\$2500.00) per year;

SECTION 2. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor.

J. A. Liggett

Done at the Council Chamber this 11th day of October, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana

at a regular meeting, held on the 11th day of Octoberm 1927, by a mahority vote of all members elect, did pass the ordinance nereunto attached, and known as
GENERAL ORDINANCE No. 1378.

Ben. F. Bennett,
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 19th day of October, 1927.

Leonard H. Ellenwood,
City Clerk.

Approved this 20th day of October, 1927

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO 1379.

An Ordinance extending the City Limits, annexing certain territory to the City of Fort Wayne, Indiana and Making the same a part of the Sixth Ward.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the territorial limits of the City of Fort Wayne, Indiana, be and the same are hereby extended as follows: Commencing at the intersection of the center of Brooklyn Avenue and Carlton Avenue; thence south along the center line of Brooklyn Avenue to the North line of Miller Road; thence west along the north line of Miller Road to the west line of T. C. Young's Addition; thence north along the west line of T. C. Young's Addition and Rietdorf's Addition to the center line Carlton Avenue; thence east along the center line of Carlton Avenue to the center line of Brooklyn Avenue, being the place of beginning, and that when so extended the territory embraced within said boundaries be and the same is hereby added to the sixth Ward of said City.

SECTION 2. That this ordinance shall be in full force and effect upon and after its passage and approval by the Mayor and its legal publication.

S. Harry Fisher.

Done by the Council Chamber this 11th day of October, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of October, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1379

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 19th day of October, 1927.

Leonard H. Ellenwood,
City Clerk.

Approved this 20th day of October, 1927.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1380.

An Ordinance fixing the salaries of the Employees in the Water Works Department of the City of Fort Wayne, Indiana, as amended October 11th, 1927.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the employees of the Water Works Department of the City of Fort Wayne, Indiana, receive the following salaries, respectively:

Secretary at the rate of Two Hundred Fifty Dollars (\$250.00) per month;
 Chief Clerk at the rate of Two Hundred Dollars (\$200.00) per month;
 Auditor at the rate of One Hundred Seventy-five Dollars (\$175.00) per month;
 Assistant Chief Clerk at the rate of One Hundred Fifty Dollars (\$150.00) per month;
 Draftsman at the rate of One Hundred Fifty Dollars (\$150.00) per month;
 Credit or File Clerk at the rate of One Hundred Thirty Dollars (\$130.00) per month;
 Billing Machine Operators at the rate of One Hundred Fifteen Dollars (\$115.00) per month;
 Addressograph Operator at the rate of One Hundred Fifteen Dollars (\$115.00) per month;
 Cashier at the rate of One Hundred Twenty Dollars (\$120.00) per month;
 Assistant Cashier at the rate of One Hundred Dollars (\$100.00) per month;
 Stenograph at the rate of One Hundred Fifteen Dollars (\$115.00) per month;
 General Office Clerks at the rate of One Hundred Dollars (\$100.00) per month;
 Meter Inspector at the rate of One Hundred Twenty-five Dollars (\$125.00) per month;
 Meter Readers at the rate of One Hundred Fifteen Dollars (\$115.00) per month;
 Collectors at the rate of One Hundred Fifteen Dollars (\$115.00) per month;
 General Foreman at the rate of Two Hundred Fifteen Dollars (\$215.00) per month;
 Assistant General Foreman at the rate of One Hundred Seventy-five Dollars (\$175.00) per month;
 Storekeeper at the rate of One Hundred Twenty-five Dollars (\$125.00) per month;
 Construction Clerks at the rate of One Hundred Fifteen Dollars (\$115.00) per month;
 Chief Plumber at the rate of One Hundred Fifty Dollars (\$150.00) per month;
 Plumbers at the rate of One Hundred Forty-five Dollars (\$145.00) per month;
 Valve & Hydrant Man at the rate of One Hundred Fifty Dollars (\$150.00) per month;
 Tappers at the rate of One Hundred Forty Dollars (\$140.00) per month;
 Drivers at the rate of One Hundred Thirty-five Dollars (\$135.00) per month;
 Utility Men at the rate of One Hundred Forty-five Dollars (\$145.00) per month;
 Night Service Man at the rate of One Hundred Thirty-five Dollars (\$135.00) per month;
 Meter Repair Men at the rate of Seventy-five cents (\$.75) per hour;
 Laborers at the rate of Forty cents to sixty-five cents per hour;
 Motor Attendants at the rate of One Hundred Forty Dollars (\$140.00) per month;
 Watchman at Reservoir at the rate of Ninety Dollars (\$90.00) per month;
 Pump. Station Service Man at the rate of One Hundred Eighty Dollars (\$180.00) per month;

SECTION 2. That this schedule of salaries and wages shall take effect from and after January 1st, 1928.

SECTION 3. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

J. A. Liggett,

Done by the Council Chamber this 11th day of October, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of October, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1380.

Ben. F. Bennett
 President

Leonard H. Ellenwood,
 City Clerk

Presented to the Mayor for approval on the 19th day of October, 1927,

Leonard H. Ellenwood,
 City Clerk.

Approved this 20th day of October, 1927.

Wm. C. Geake,
 Mayor.

GENERAL ORDINANCE NO. 1381.

An Ordinance approving a contract between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the New York Central Railroad Company for the construction, maintenance and use of an electric wire line.

Whereas, on the 28th day of September, 1927, the City of Fort Wayne, Indiana, entered into a certain contract with the New York Central Railroad Company for the construction, maintenance and use of an electric wire line, which contract is in the following words and figures, towit:

THIS AGREEMENT, made this 28th day of September, 1927 between THE NEW YORK CENTRAL RAILROAD COMPANY, hereinafter called First Party, and CITY OF FORT WAYNE, INDIANA, hereinafter called Second Party,

WITNESSETH, That First Party, for and in consideration on the sum of Ten dollars to it paid by Second Party, together with the rental hereinafter specified, hereby licenses and permits, but without warranty, the Second Party, upon condition that Second Party faithfully keep and perform the covenants and agreements herein provided to be kept and performed by Second Party, and not otherwise, to construct, maintain and use an electric wire line, consisting of three (3) No. 4/0 hard drawn, bare, stranded copper wires, carrying 13200 volts, upon the right of way and over the track of the First Party at track station 164-70, on the Fort Wayne Branch, at Fort Wayne, in the County of Allen and State of Indiana.

Said electric wire line shall be located between the points lettered A and B on print No. 37968, dated July 15th, 1927, hereto attached and made a part hereof, and shall be maintained at a minimum height of Forty-five (45) feet above the top

of the rails of the railroad of First Party, and at the point shown upon the map or blueprint thereof, which is hereto attached and hereby made a part of this instrument, all of which is hereinafter referred to as the "WORK," upon the following terms and conditions, all of which Second Party covenants and agrees to keep, abide by and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material and under such general conditions as shall be satisfactory to and approved by the Chief Engineer of First Party, or his duly authorized agent, and as will not interfere with the proper and safe use, operation, and enjoyment of the property and railroad of First Party, Second Party shall after the doing of said WORK restore the premises of First Party to the same or as good a condition as they were in prior to the commencement of the doing of said WORK.

SECOND: All the work to be done by Second Party, or by the contractors, agents, or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors or watchmen which, in the judgment of the said Chief Engineer of First Party, may be required during the doing of said work, or in connection with the repair, renewal, maintenance or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor.

THIRD: First Party may, at its election, do all the work within the exterior lines

of its lands in connection with or necessary for the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, through its lands and across its roadway and tracks, and all of said WORK shall be paid for by Second Party as hereinbefore provided.

FOURTH: Second Party shall, if requested so to do by First Party, advance to First Party the estimated cost of said WORK, and upon the completion of said WORK, the unexpended balance, if any, shall be returned to Second Party, or if the sum advanced by Second Party to First Party is insufficient to pay for the cost of said WORK, then Second Party shall pay to First Party such additional sum as was necessary to complete said WORK, upon being furnished by First Party with a detailed statement of the amount and cost of such additional work.

FIFTH: Whenever it may be necessary to make any repairs to or renewals of said WORK in or upon the premises of First Party, such repairs or renewals shall be made under the supervision and control of said Chief Engineer of First Party, or his duly authorized agent, at the sole expense of Second Party, in such a manner as to interfere as little as possible with the premises, property and business of First Party, and Second Party shall, at the cost and expense of Second Party, restore the premises of First Party to the same or as good a condition as they were in prior to the making of such repairs or renewals; or First Party may, at its election make such repairs or renewals, and the expense thereof shall be paid to it by Second Party, as hereinbefore provided.

SIXTH: Second Party shall and will at all times hereafter indemnify and save harmless First Party from and against any and all detriment, damages, losses, claims, demands, suits, costs, or expenses which First Party may suffer, sustain, or be subject to, directly or indirectly, caused either wholly or in part by reason of the location, construction, maintenance, use or presence of said WORK as permitted by this license or resulting from the removal thereof.

SEVENTH: This agreement and the license and privilege it confers may be revoked and terminated at the option of First Party at any time by giving thirty (30) days' written notice to Second Party or by posting such notice in a conspicuous place where said WORK has been done; and upon the expiration of said thirty (30) days after service of said notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

EIGHT: It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the point of crossing, or make any changes whatever in, to, upon, over or under the premises owned, controlled or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party make such changes in the location or construction of its said WORK, as in the judgment of the Chief Engineer of First Party may be necessary to accommodate any future construction, improvements or changes of said First Party.

NINTH: It is agreed that in no event shall any wires, pipes, or other structures, except those herein mentioned and shown on the blueprint hereto attached be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing

from said First Party, to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing and placing of such additional wires, pipes or other structures, apply to and cover the same with the same effect as if the right to string or place them had been incorporated in this agreement.

TENTH: It is understood and agreed by and between the parties hereto, that if at any time during the continuance of this agreement, Second Party hereto removes, abandons or discontinues the use of the WORK hereinabove referred to, this agreement and all rights hereby conferred upon said Second Party shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without further action on the part of either party; and Second Party covenants and agrees that in case said WORK hereinabove referred to is at any time during the continuance of this agreement discontinued or abandoned, said Second Party shall, within sixty (60) days after the abandonment or discontinuance of said WORK, actually remove said WORK from the premises of First Party hereto, or cause it to be removed, and if after the expiration of said sixty (60) days the said WORK is not actually removed, it is understood that First Party hereto may forthwith remove the same at the risk and expense of Second Party, and without being in any manner liable to Said Party for such removal, and Second Party covenants and agrees to pay to First Party hereto the cost of such removal upon the bill therefor rendered to Second Party.

ELEVENTH: Second Party shall pay to First Party as rental for the privilege herein granted, the sum of Five (\$5.00) Dollars per annum, beginning on the Twenty-Eighth Day of September, 1927 and annually in advance thereafter, during the term and continuance of this permit.

TWELFTH: Said electric wire line shall be constructed and maintained in accordance with First Party's specifications No. 18, Issue 1, dated January 8th, 1925, for electric light, power supply and trolley line crossings.

THIRTEENTH: Second Party shall pass the necessary ordinance or resolution to make this permit a binding and subsisting obligation on the part of the Second Party.

The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of its heirs, executors, administrators, successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY,

by

R. O. Rote- Chief Engineer.

New York Central
Form Approved S. H. West
Description
Approved _____
Terms and _____
Conditions _____
Approved _____
S.H.S.

CITY OF FORT WAYNE, INDIANA,

By Wm. Beck

Tom Snook

William S. O'Rourke

Board of

Public Works

City of Fort Wayne, Indiana

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1 That the contract heretofore entered into on the 28th day of September, 1927, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and The New York Central Railroad Company for the construction, maintenance and use of an electric wire line, as more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect upon and after its

passage and approval by the Mayor.

Edw. H. Fisher.

Done by the Council Chamber this 22nd day of November, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of November, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1381.

Ben, F. Bennett,
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 25th day of November, 1927.

Leonard H. Ellenwood,
City Clerk.

Approved this 30th day of November, 1927.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1382.

An Ordinance transferring Four Thousand Five Hundred Ninety-two Dollars and Fifty-five Cents from Item 116, the same being Street and Alley Cleaning Equipment and Supplies to Item 115, the same being Street and Alley Cleaning Pay Roll and the transferring of Two Hundred Ninety-seven Dollars and Forty Cents (\$298.40) from Item 142, the same being Supplies for City Hall to Item 141, the same being Janitors and other Employees Pay Roll, all under the direction of the Board of Public Works.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the sum of Four Thousand Five Hundred Ninety-two Dollars and Fifty-five Cents (\$4,592.55) be and the same is hereby transferred from Item 116, the same being Street and Alley Cleaning Equipment and Supplies to Item 115, the same being Street and Alley Cleaning Pay Roll and that the sum of Two Hundred Ninety-seven Dollars and Forty Cents (\$297.40) be and the same is hereby transferred from Item 142, the same being Supplies fro City Hall to Item 141, the same being Janitors and other Employees Pay Roll, all being under the direction of The Board of Public Works.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

James A. Liggett.

Done by the Council Chamber this 22nd day of November, 1927, Fort Wayne, Indiana. ~~WE HEREBY CERTIFY, That the Common Council of, the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of November, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as~~
GENERAL ORDINANCE No 1382.

Ben. F. Bennett,
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 25th day of November, 1927.

Leonard H. Ellenwood,
City Clerk.

Approved this 30th day of November, 1927.

Wm. C. Geake,
Mayor,

GENERAL ORDINANCE NO. 1383.

An Ordinance fixing the salaries of Employees in the Office and Power Plant of the City Light Department of the City of Fort Wayne, as amended this 22nd day of November, 1927.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1 That on and after January 1st, 1928, the employees of the office and Power Plant of the City Light Department of the City of Fort Wayne, Indiana, receive the following salaries, respectively:

Secretary at the rate of Two Hundred Fifty Dollars (\$250.00) per month;
 Auditor at the rate of One Hundred Ninety-five Dollars (\$195.00) per month;
 Cashier at the rate of One Hundred Twenty-five Dollars (\$125.00) per month;
 Assistant Cashier at the rate of One Hundred Ten Dollars (\$110.00) per month;
 Stenographers at the rate of One Hundred Dollars (\$100.00) per month;
 Clerks at the rate of Ninety-five Dollars (\$95.00) per month;
 Solicitors at the rate of One Hundred Twenty-five Dollars (\$125.00) per month;
 Collectors at the rate of One Hundred Twenty-five Dollars (\$125.00) per month;
 Bill Distributors at the rate of One Hundred Dollars (\$100.00) per month;
 Janitor at the rate of One Hundred Dollars (\$100.00) per month;
 General Superintendent at the rate of Two Hundred Sixty-five Dollars (\$265.00) per month.
 Meter Engineer at the rate of One Hundred Sixty-five Dollars (\$165.00) per month;
 Meter Inspector at the rate of One Hundred Forty-five Dollars (\$145.00) per month;
 Assistant Meter Engineer at the rate of One Hundred Thirty-five Dollars (\$135.00) per month;
 Addressograph Operator at the rate of One Hundred Twenty Dollars (\$120.00) per month;
 Meter Setters at the rate of Sixty-five cents to Seventy-five cents (\$.75) per hour;
 Meter Testers at the rate of Sixty cents (\$.60) to Seventy cents (\$.70) per hour;
 Meter Readers at the rate of Forty-five cents (\$.45) to sixty cents (\$.60) per hour;
 Telephone Operator at the rate of eighty-five Dollars (\$85.00) per month;
 Switchboard Attendants at the rate of One Hundred Seventy-five Dollars (\$175.00) per month;
 Engineer at the rate of One Hundred Seventy-five Dollars (\$175.00) per month;
 Firemen at the rate of Seventy cents (\$.70) per hour;
 Crane Operators at the rate of Sixty-five cents (\$.65) to seventy-five cents (\$.75) per hour;
 Firemen Helper at the rate of Sixty-five Cents per hour;
 Crane Helpers at the rate of Sixty cents (\$.60) to Sixty-five cents (\$.65) per hour;
 Laborers at the rate of Forty cents (\$.40) to Sixty cents (\$.60) per hour;
 Boiler Washer at the rate of Fifty Cents (\$.50) to Seventy cents (\$.70) per hour;
 Machinist at the rate of Seventy-five cents to eighty-five cents (\$.85) per hour;
 Power House Electrician at the rate of Eighty cents (\$.80) per hour;

SECTION 2 That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor.

J. A. Liggett.

Done at the Council Chamber this 22nd day of November, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of November, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1383.

Ben. F. Bennett,
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 25th day of November, 1927.

Leonard H. Ellenwood,
City Clerk.

Approved this 30th day of November 1927,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NUMBER 1384.

An Ordinance authorizing the Board of Public Works to sell certain junk.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the Board of Public Works be and is hereby authorized to sell and dispose of accumulated scrap copper wire, brass clippings and scrap iron accumulating from uses in the Water Works Department, the City Light Department and the Street Department. The amount thereof to be sold is not to exceed the sum of One Hundred (\$100.00) Dollars, and in view of the amount not exceeding said sum, the same is to be sold without appraisal.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Harry F. Zimmerman.
Done at the Council Chamber this 13th day of December, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of December, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1384.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 16th day of December, 1927,

Leonard H. Ellenwood,
City Clerk.

Approved this 16th day of December, 1927.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE No. 1385.

An Ordinance authorizing the Board of Public Works to sell a certain table and wardrobe.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the Board of Public Works be and it is hereby authorized to sell and dispose of one table and one wardrobe used in the Department of the Board of Public Works. The amount thereof to be sold is not to exceed the sum of one Hundred dollars (\$100.00) and in view of the amount not exceeding said sum, the same is to be sold without appraisement.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Edw. H. Fisher.

Done by the Council Chamber this 13th day of December, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of December, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1385.

Ben. F. Bennett,
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 16th day of December, 1927.

Leonard H. Ellenwood,
City Clerk.

Approved this 16th day of December, 1927.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO.1386.

An Ordinance authorizing the Board of Public Works to sell a certain Ford Coupe used in the City Light Department.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the Board of Public Work be and is hereby authorized to sell and dispose of one Ford Coupe used in the Construction Department and to file its petition by and through the City Attorney with the Allen Circuit Court for the appointment of appraisers to appraise said property.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Edward H. Hunsaker,

Done at the Council Chamber this 13th day of December, 1927, Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of December, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No.1386.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 16th day of December, 1927,

Leonard H. Ellenwood,
City Clerk.

Approved this 16th day of December, 1927.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO.1387.

An Ordinance prohibiting the emission of smoke from smokestacks and chimneys and fuel combustion apparatus, declaring the same a nuisance providing for inspections, providing a penalty for the violation thereof and repealing an ordinance in conflict therewith.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the emission of dense smoke from the smokestack or chimney of any locomotive, steam roller, steam derrick, steam pile driver, steam shovel, tar kettle, asphalt kettle, or from any refuse or burning device, or from any building, premises or structure whatsoever, excepting for a period of not more than six minutes in any one hour during which the firebox is being cleaned out or a new fire built therein, is hereby declared to be a public nuisance, and is hereby declared to be unlawful and prohibited, and may be abated in addition to the fine hereinafter provided for.

SECTION 2. It shall be the duty of the members of the Building Department of the City of Fort Wayne, to make periodical observations of density of smoke emitted from fuel combustion apparatus within said city, to inspect such fuel combustion apparatus, and to institute proceedings for the violation of the terms and requirements of this ordinance. And every owner, agent, lessee, user or occupant of any building or structure of any description or of any fuel combustion apparatus, shall allow and permit any member of the Building Department of said City to make an inspection of such building or structure or such fuel combustion apparatus upon application and demand of such member.

SECTION 3. That any person violating any of the provisions of this ordinance shall be fined in any sum not less than five dollars (\$5.00) nor more than one hundred dollars (\$100.00) and each day that said nuisance exists shall constitute a separate offense. Any person having knowledge of any violation of the terms or the requirements of this ordinance may file an affidavit for the purpose of instituting proceedings against the offender.

SECTION 4. General ordinance No. 690 passed by the Common Council on March 23, 1915 is hereby repealed.

SECTION 5. That this ordinance shall be in full force and take effect from and after its passage, approval by the Mayor and its legal publication.

Jacob M. Stouder,
M. L. Burns,
Chester Hinton.

Done at the Council Chamber, this 13th day of December, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of December, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1387.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 16th day of December, 1927.

Leonard H. Ellenwood
City Clerk.

Approved this 16th day of December, 1927.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1388.

An Ordinance approving and ratifying a contract between the City of Fort Wayne by and through its Board of Public Safety and The Seagrave Corporation by and through its President for the purchase of a service truck to be used in the City Fire Department.

WHEREAS, on the 30th day of November, 1927, the City of Fort Wayne, Indiana by and through its Board of Public Safety entered into a certain contract with The Seagrave Corporation for the purchase of a service truck to be used in the City Fire Department, which contract is in the following words and figures, to-wit:

CONTRACT.

THIS AGREEMENT, made in duplicate by and between THE SEAGRAVE CORPORATION, of Columbus, Ohio, first party; and
The City of Ft. Wayne, Indiana by its authorized representatives. second party
Witnesseth:

First. The said first party hereby agrees to furnish the apparatus and equipment according to the specifications furnished second party and by reference made a part of this contract, and to deliver the same as hereinafter provided.

Second. The first party guarantees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications, and will replace free of charge at its factory any part found within one year to be defective in workmanship or material. This applies to all parts of said apparatus manufactured by said first party. On rubber tires, magnetos, batteries, self starters and other accessories purchased from other manufacturers the guarantee of such manufacturers will apply.

Third. The said apparatus and equipment shall be delivered to a transportation company at Columbus, Ohio, within about One Hundred (100) days after the receipt and acceptance of this contract at the first party's office at Columbus, Ohio, delays due to strikes, failures to obtain cars, materials or other causes beyond its control not venting, and shall be delivered to said party of the second part f. o. b. cars at Ft. Wayne, Indiana.

Fourth. A competent demonstrator shall, upon request be furnished by first party to demonstrate said apparatus for party second part and to give its employees the necessary instructions in the operation and handling of said apparatus. In case such demonstration is requested, then such demonstration shall be held to be made by and under authority and direction of said party of the second part. Requested.

Fifth. The second party purchases and agrees to pay for said apparatus and equipment, the sum of EIGHTY SEVEN HUNDRED FIFTY and no/100 dollars (\$8750.00). $\frac{1}{2}$ payable in cash within 10 days after arrival at destination., balance to be paid about Aug. 1, 1928, without interest. It is also agreed that the first party shall equip one (1) Seagrave pumper & one (1) Seagrave Tractor with electric starter etc., as per previous quotation- Expense of same to be divided equally between both parties.

Sixth. In case the second party desires to test the said apparatus before payment is made such test shall be made within ten (10) days after arrival at destination and a written report to such test forthwith delivered to the first party at its principal Office at Columbus, Ohio. If no such test be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with contract and specifications.

Seventh. It is agreed that the apparatus and equipment covered by this contract shall remain the property of the first party until the entire contract price has been paid, but if more than one piece of apparatus is covered by this contract, then each piece shall remain the property of the first party until the above listed price for such piece has been paid in full, and in case of any default in payment the said first party may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the apparatus and equipment up to date of taking possession.

This contract to be binding must be signed and approved by the President and General Manager of The Seagrave Corporation or some one authorized by him to do so, This contract and specification take precedence over all previous negotiations and no representations are considered as entering into this contract except such as are contained herein or in the specifications attached hereto.

Canvas covers shall be returned by freight to the first party at South Columbus, Ohio, or paid for in addition to the above contract.

IN WITNESS WHEREOF, The said parties have caused these presents to be executed and the second party has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this 30th day of November, 1927.

THE SEAGRAVE CORPORATION
by H. B. Spain, Pres.
First Party

The City of Fort Wayne, Ind,
By Dept. of Public Safety

(Signed)

Amo C. Spiegel, Chairman.
Jacob Bill
Aug. C. Borgmann
Second Party.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract heretofore entered into on the 30th day of November 1927 by the City of Fort Wayne, Indiana, by and through its Board of Public Safety and The Seagrave Corporation for the purchase of a service truck to be used in the City Fire Department as more fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect upon and after its passage and approval by the Mayor.

A. O. Pape.

Done at the Council Chamber this 27th day of December, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of December, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1388.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 29th day of December, 1927.

Leonard H. Ellenwood,
City Clerk.

Approved this 30th day of December, 1927.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO 1389.

An Ordinance regulating the keeping of a horse or horses a mule or mules and other draft animals within the limits of the City of Fort Wayne.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That it shall be unlawful for any person, firm or corporation to keep or maintain any stable, barn, building, structure or other permanent or temporary place for the feeding, stabling and care of a horse or horses, a mule or mules or other draft animals within the City of Fort Wayne, when the same is located within seventy-five feet of any dwelling or building used and occupied as a residence, provided, however, that this section shall not apply to any such stable, barn, building, structure or place which was used in such manner prior to June 1st, 1927.

SECTION 2. Any person, firm or corporation keeping or maintaining any stable, barn, building, structure or other permanent or temporary place for the feeding, stabling and care of a horse or horses, a mule or mules, or other draft animals, shall keep and maintain the same in a clean and sanitary condition, and free from obnoxious odors, and it shall be the duty of the Sanitary Department of the Board of Health to inspect the same at least once a month.

SECTION 3. Any person, firm or corporation violating any of the provisions of this ordinance shall be fined in any sum not to exceed one hundred dollars (\$100.00) and each day of the violation shall constitute a separate offense.

SECTION 4. All laws or parts of laws in conflict herewith are hereby repealed in so far as they conflict herewith.

SECTION 5. That this ordinance shall be in full force and take effect upon and after its passage and approval by the Mayor and legal publication.

James A. Liggett.

Done at the Council Chamber this 27th day of December, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of December, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1389.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 29th day of December, 1927.

Leonard H. Ellenwood,
City Clerk.

Approved this day of 1927.

Mayor.

This ordinance has not been approved by the Mayor.

GENERAL ORDINANCE NO. 1390.

An Ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the New York Central Railroad Company for the use, maintenance and operation of a single track railway across certain portions of Jacobs Avenue.

WHEREAS, on the 13th day December, 1927, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with the New York Central Railroad Company providing for the consideration, use, maintenance and operation of a single track railway across certain portions of Jacobs Avenue, which contract is in the following words:-

THIS AGREEMENT made and entered into this 13 day of December, 1927, by and between the CITY OF FORT WAYNE, INDIANA, by and through its Board of Public Works, party of the first part, and THE NEW YORK CENTRAL RAILROAD COMPANY, a corporation, party of the second part, WITNESSETH: that

WHEREAS, The Fort Wayne Drug Company, owning and operating the Hoosier Paint Works, is in need of a sidetrack from the railway of the second party in order to facilitate shipping to and from said plant; and

WHEREAS, second party is willing to construct said side-track for the benefit of said Drug Company; now, therefore,

IN CONSIDERATION of the covenants and agreements to be performed and complied with by the party of the second part as hereinafter provided, consent, permission and authority are hereby granted and given by the party of the first part to the party of the second part to construct, maintain and operate or cause to be operated a single track railroad across Jacobs Avenue on the West side of its railway tracks now crossing said Jacobs Avenue, to be constructed and located in accordance with blueprint No. M-7847, dated July 14, 1927, hereto attached and made a part hereof, and on which blueprint the line and route of said track across said Jacobs Avenue is marked and indicated by the yellow line lettered "CD".

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions:-

1. The party of the second part, if it desires to avail itself of the benefits of the consent, permission and authority herein granted, shall cause the complete construction of said track within one year from the date hereof, and in the event that it so avails itself of such grant, permission, consent and authority, then it shall cause the complete construction of said track across said Jacobs Avenue within sixty days from the time it commences work thereon, and within the period of one year as above stated.

2. Said track shall be so constructed and maintained as to at all times conform as nearly as practicable with the established grade of the street hereinbefore named, as such grade shall from time to time exist, and in such manner as to not unnecessarily interfere with the proper use thereof for all purpose by the public; that said track and the rails thereof shall conform as nearly as practicable with the grade of the street as now established or to be hereafter established by said City.

3. If said Street is hereafter paved or repaved, said second party shall pay for so much thereof as lies between the rails of said track and for the space of two feet on both sides thereof, and in case any of such pavements are constructed, such tracks shall be removed and relaid to conform with the grade of such street as paved, and the foundation laid at the expense of such party under the ties of such track of the necessary depth of crushed stone to support said track; that said second party shall keep said crossing in good condition and repair. In the paving or repaving of said street, the kind of material between the rails herein authorized to be laid and for the space of two feet on the outside of the outer rails thereof shall be determined by the Board of Public Works,

4. That said second party shall not load or unload any cars while standing upon said street crossing. Immediately before any car or cars shall be operated on said track, proper and sufficient signals shall be given to travelers on Jacobs Avenue of the approach of such cars.

5. The party of the second part further agrees to bind itself to keep and hold said City free and harmless from any and all damages that may accrue to any person or persons or property on account of any injury to their person or property, arising out of the construction, maintenance or operation of said track or the operation of any cars thereon by any person or corporation, and in case suit shall be filed against said City on account thereof, said party of the second part upon notice by said City shall defend said action at its own expense, and in the event that judgment be rendered in said action against said City, the said second party shall pay such judgment with all costs and hold the City harmless therefrom.

6. It is further agreed that if said party fails to comply with and perform any of the provisions of this contract, the consent, permission and authority herein granted shall at once terminate and said second party shall forfeit all rights hereunder and shall cause the removal, at its expense, of the track that may be laid hereunder and place said street in as good and safe condition for travel and of the same material as the remainder thereof are.

7. The consent, permission and authority hereby granted shall continue for a period of fifty years from the date hereof.

WITNESS our hands and seals the date and year first above written.

NEW YORK CENTRAL

Form approved- S.H. West

Description approved- A. O. Rote.

Terms and

Conditions approved- F.F. Reipe
R.R. Briselt.

THE CITY OF FORT WAYNE, INDIANA.

By Wm. Beck
Tom Snook
William S. O'Rourke
Board of Public Works.

THE NEW YORK CENTRAL RAILROAD COMPANY.
by W. F. Schaff.

Be ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the contract heretofore entered into on the 13th day of December 1927, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the New York Central Railroad Company, providing for the consttition, use, maintenance and operation of a single track railway across certain portions of Jacobs Avenue as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Harry F. Zimmerman.

Done at the Council Chamber this 27th day of December, 1927, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of December, 1927, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1390.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 29th day of December, 1927.

Leonard H. Ellenwood,
City Clerk.

Approved this 30th day of December, 1927.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE No.1391

An Ordinance approving and ratifying a contract entered into between the City of Fort Wayne by and through its Board of Public Works and the County Commissioners of Allen County, State of Indiana, in relation to the furnishing and maintaining of an Isolation Hospital.

WHEREAS, on the 22nd day of December, 1927, the City of Fort Wayne, by and through its Board of Public Works entered into a certain contract with the Board of County Commissioners of Allen County, State of Indiana, in relation to the furnishing and maintaining of an Isolation Hospital, which contract is in the following words:

This agreement made and entered into this 22nd day of December, 1927 by and between the County Commissioners of Allen County, Indiana, First Party and the City of Fort Wayne, by and through its Board of Public Works, Second Party, witnesseth:

That for and in consideration of the mutual agreements hereinafter expressed, party of the first part covenants and agrees to lease and does hereby lease to second party for a period of ninety-nine years, two acres of land, located in the Southeast Quarter of Section Thirty, Township Thirty-two North, Range Twelve East, more particularly described as follows: Beginning Eight-six feet West and One Hundred Feet South of the Southwest corner of the Isolation Hospital now built on said ground, thence East Two Hundred Forty Feet; thence North Three Hundred Sixty-three Feet; thence West Two Hundred Forty Feet; thence South Three Hundred Sixty-three Feet to the place of beginning, together with appurtenances thereto belonging for the purpose of maintaining thereon an Isolation Hospital for the joint use of said County and said City.

It is further agreed that said Isolation Hospital shall be for the joint use of the City and County and under the joint control of the parties to this contract, and to be used when deemed necessary for the lodgement and treatment of contagious disease upon the terms hereinafter set forth.

It is agreed that upon the completion of said hospital building by said party, said first party will furnish said hospital with furnishings and equipment at an expense not to exceed one thousand dollars (\$1,000.00) and if it is necessary to expand more than that sum, to properly furnish and equip said hospital building, said second party shall provide such additional equipment at an expense not to exceed fourteen hundred dollars (\$1400.00).

Thereafter the said parties hereto shall keep the same furnished and equip on the basis of one-third of said expense to be born by said first party and two-thirds of said expense to be borne by said second party, and said institution shall be maintained upon the same basis namely: One-third of the expense to be paid by said first party and two-thirds of the expense to be paid by said second party. The maintenance of said institution shall include all necessary refurnishings and repairs to equipment, the purchasing of supplies and such other items as are specifically included in this contract except that no charge for maintenance shall be made to the City of Fort Wayne for the up-keep of said ground or buildings located upon said premises.

It is further agreed that there shall be employed continuously in said hospital a man and woman who shall have exclusive charge of the grounds and buildings under the supervision of the parties hereto, and the expense of their employment outside of the care by them given to patients sent there for treatment shall be paid one-third by first party and two-thirds by second party.

It is further agreed that the care, support and medical treatments of the person sent to said hospital by the City for treatment shall be paid for by the City and persons sent by the County for treatment shall be paid for by the County; provided, however, that each party hereto is authorized to admit patients for which it is responsible upon such terms as it may deem proper and right.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

BOARD OF COMMISSIONERS OF ALLEN COUNTY,
INDIANA.

Eli Slussman

O. H. Lake

First Party

CITY OF FORT WAYNE
BY BOARD OF PUBLIC WORKS.

Wm. Beck

Tom Snook

William S. O'Rourke

Second Party.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract and agreement heretofore made on the 22nd day of

December, 1927 by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the County Commissioners of Allen County, Indiana, in relation to the furnishing and maintaining of an Isolation Hospital, as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

James A. Liggett.

Done at the Council Chamber this 10th day of January, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of January, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1391

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 16th day of January, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 16th day of January, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1392.

An Ordinance approving a contract between The Fort Wayne Journal-Gazette Company and the City of Fort Wayne, Indiana, by and through its Board of Public Works, covering the printing of the Proceedings of the Common Council for the year 1928.

WHEREAS, heretofore on the 22nd day of December, 1927 the City of Fort Wayne, Indiana by and through its Board of Public Works entered into a contract with The Fort Wayne Journal-Gazette Company covering the printing of the Proceedings of the Common Council for the year 1928, which contract is in the following words:

CONTRACT AND BOND.

THIS AGREEMENT, made and entered into this 20th day of December, 1927, by and between the FORT WAYNE JOURNAL-GAZETTE, party of the first part, and the City of Fort Wayne, Allen County, State of Indiana, by and through its Board of Public Works, party of the second part, WITNESSETH:

That the party of the first part covenants and agrees to print in the FORT WAYNE JOURNAL-GAZETTE Proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1st, 1928, until December 31st, 1928, and to furnish the parties of the second part, One Hundred and Twenty-five (125) copies of the Proceedings of each Council Meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 21st, 1928, Fifty (50) copies of the Proceedings of the entire year, bound together with an index for each of said copies. All of said Fifty (50) copies to be bound with Buckram, and also Twenty-five (25) copies to be bound in cloth.

The party of the first part expressly agrees to perform all the work and furnish all material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, and to the entire satisfaction of the Board of Public Works.

It is understood and agreed by the parties hereto that the specifications shall be and are hereby made a part of this contract as fully and effectually as if copied in full length.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same to the foregoing FORT WAYNE JOURNAL-GAZETTE, shall be at the rate of One Dollar and twenty cents (\$1.20) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index which shall be measured as two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and that the price for publishing all ordinances and other publication required to be made by law, shall be One Dollar and Twenty Cents (\$1.20), per inch, column width, to be measured as the same appear in said paper.

It is further agreed by the parties hereto, that in case the first party fails to perform all the conditions required by this contract, to be performed by it, the parties of the second part shall have the right to take charge of said work and the same done and deduct the cost thereof from any amount then due the party of the first part.

The party of the first part agrees that in the prosecution of said work all proper skill will be exercised and the party of the first part agrees to furnish a good and sufficient bond in the sum of Two Thousand (\$2000.00) Dollars, payable to the City of Fort Wayne, Indiana, for the faithful performance of all of the conditions of this contract.

IT IS HEREBY AGREED THAT NO ASSIGNMENT OF THIS CONTRACT shall be made without the written consent of said parties of the second part.

IN TESTIMONY THEREOF, THE FOREGOING NAMED PARTIES HEREUNTO set their hands and seals this 22nd day of December, 1927.

The Journal-Gazette Co.
BY L. G. Ellingham
PARTY OF THE FIRST PART.

Wm. Beck
Tom Snook
Wm. S. O'Rourke.
CITY OF FORT WAYNE, IND.
THROUGH ITS BOARD OF PUBLIC WORKS
PARTY OF THE 2nd PART.

ATTEST: Agatha E. Diek
Secretary

Wm. C. Geake
Mayor.

KNOW ALL MEN BY THESE PRESENTS, That, we,
the Journal-Gazette Company, as principal, and L. G. Ellingham of Allen County, State of
Indiana, are held and firmly bound to the City of Fort Wayne, Indiana, in the penal sum
of Two Thousand Dollars (\$2000.00), for the payment of which well and truly to be made,
we bind ourselves, our heirs, executors, administrators and assigns firmly by these
presents.

The conditions of the above obligations are such that the above named party
of the first part shall faithfully comply with the foregoing contract, made and entered
into this 20th day of December, 1927, with the City of Fort Wayne, Indiana, and shall
fulfill all the conditions and stipulations therein contained, according to the true in-
tent and meaning thereof in all respects, then this obligation to be void, otherwise to
be and remain in full force and virtue in law.

WITNESS OUR HANDS AND SEALS THIS 22nd day of December, 1927.

The Journal-Gazette Co.
BY L. G. Ellingham, Pres.
PARTY OF THE FIRST PART.
L. G. Ellingham

APPROVED THIS 27 DAY OF DECEMBER, 1927.

Wm. Beck
Tom Snook
Wm. S. O'Rourke
BOARD OF PUBLIC WORKS.

ATTEST: Agatha E. Diek
SECRETARY.

STATE OF INDIANA)
 (SS:
COUNTY OF ALIEN)

Before me, the undersigned, a Notary Public in and for said County and State,
personally appeared L. G. Ellingham, of and for the Fort Wayne, Journal-Gazette, and ac-
knowledged the execution of the forgoing instrument for the uses and purposes therein
mentioned

Witness my hand and notarial seal this 22nd day of December, 1927.

Seal. A. F. Scherer,
NOTARY PUBLIC
My commission expires June 26th, 1929.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the contract heretofore entered into on the 22nd day of December,
1927 by and between the City of Fort Wayne by and through its Board of Public Works and The
Fort Wayne Journal-Gazette Company by and through L. G. Ellingham, its President, covering
the printing of the Proceedings of the Common Council for the year 1928 as fully set forth
in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its
passage and approval by the Mayor.

Harry F. Zimmerman.

Done at the Council Chamber this 10th day of January, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana,
at a regular meeting, held on the 10th day of January, 1928, by a majority vote of all mem-
bers elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No 1392.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 16 day of January 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 16 day of January, 1928.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE No. 1393.

An Ordinance ratifying and approving a contract by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the General Electric Company by and through Ross I. Parker, its District Manager, for the furnishing of meters to be used in the City Light Department beginning December 1, 1927 and ending December 1, 1928.

Whereas, on the 30th day of December, 1927, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with the General Electric Company for the furnishing of meters to be used in the City Light Department from December 1, 1927 to December 1, 1928, which contract is in the following words:

CONTRACT: METERS

Ft. Wayne, Ind. 19__

GENERAL ELECTRIC COMPANY,
FT. WAYNE, INDIANA.
Gentlemen:

We agree to purchase from you our requirements of watthour meters during the period beginning December 1, 1927 and ending December 1, 1928.

We shall require watthour meters of the induction and commutator types, which will be billed at the following discount, f.o.b. point of shipment, from the prices given in price sheets attached

Commutator Types	Price Sheet No.	Discounts
C-6, C-7, C-15, CS and G-3	-----12389-----	-----43c/6
Induction Types	I-16 -----12621	
I-14-----	-----12545-----	-----52½c/o
IS-4 and IS-5-----	-----12545-----	-----52½c/o
D-7 and D-9-----	-----12622-----	-----52½c/o
DS-6 and DS-7-----	-----12544-----	-----52½c/o
Prepayment IP-5-----	-----12102-----	-----52½c/o
Watthour Demand IM-14-----	-----12562-----	-----52½c/o
Watthour Demand DM-7-----	-----12561-----	-----52½c/o

After the expiration of the above period, we will receive from you a credit memorandum for quantity discount, based on the aggregate amount of bills rendered upon all orders actually placed by us during the above period for watthour meters covered by this contract at the following rates:

On orders aggregating \$1,000 and less than \$5,000-2 c/o discount.
On orders aggregating 5,000 and less than 10,550-4 c/o discount.
On orders aggregating 10,550 and over -7 c/o discount.

It is understood that if during the period of this agreement you change your regular list price of billing discounts, prices to us shall be changed accordingly.

Terms of payment shall be the same as we secure from you from time to time on ordinary purchases of other material and supplies.

Watthour meters will be ordered as required, and to facilitate shipments, we agree to give you reasonable notice of our requirements.

Yours very truly
Wm. Beck
William S. O'Rourke

Accepted December 30, 1927
GENERAL ELECTRIC COMPANY
By Ross I Parker
District Mgr.
CENTRAL STATION DEPT.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract heretofore entered into on the 30th day of December, 1927 by and between the City of Fort Wayne, Indiana by and through its Board of Public Works and the General Electric Company by and through Ross I. Parker, its District Manager, as more fully set out in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Chester Hinton.

Done at the Council Chamber this 24th day of January,, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held the 24th day of January, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No 1393

Ben F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 1 day of February, 1928,

Leonard H. Ellenwood,
City Clerk.

Approved this 2 day of February, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1394

An Ordinance ratifying and approving a contract by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the General Electric Company by B. E. Ward, Assistant to its District Manager, for the furnishing of transformers to be used in the City Light Department from December 1, 1927 and ending December 1, 1928.

Whereas, on the 4th day of January, 1928 the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with the General Electric Company for the furnishing of transformers to be used in the City Light Department from December 1, 1927 to December 1, 1928, which contract is in the following words:

CONTRACT: TRANSFORMERS

Ft. Wayne, Indiana----- -19__

GENERAL ELECTRIC COMPANY,
FT. WAYNE, INDIANA

Gentlemen:

We agree to purchase from you our requirement of oil-immersed, self-cooled, distribution transformers, sizes 200 kv-a. and less, and power transformers, size 250 to 500 kv-a. inclusive, for use on circuits up to and including 66,000 volts, with secondaries designed for lighting, motor and distribution service, during the period beginning Dec. 1 1927 and ending Dec. 1. 1928.

Our normal requirements will consist of transformers as described on the attached price sheets, which will be billed at prices and discounts hereafter set forth.

TYPE	CYCLES		FOR USE ON THE	PRICE SHEET	DIS-
			FOLLOWING VOLTAGE	NUMBER	COUNT.
			CIRCUITS		
H	60	1.5-200 Kva	2300-115/230	12372	48-10c/o

Transformers 100kv-a and less, 7500 volts and belos, will be billed f.o.b. point of shipment, freight allowed to Ft. Wayne-----
Transformers outside of these limits of capacity and voltage will be billed f.o.b. factory.

It is understood that if during the period of this agreement you change your regular list prices or billing discount, prices to us shall be changed accordingly.

Terms of payment shall be the same as we secure from you from time to time on ordinary purchases of other material and supplies.

Transformers will be ordered as required, and to facilitate shipments, we agree to give you reasonable notice of our requirements.

Yours very truly
Wm. Beck
William S. O'Rourke

Accepted Jan4, 1928
GENERAL ELECTRIC COMPANY,
By B. E. Ward
Asst. to DISTRICT MGR.
CENTRAL STATION DEPT.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract heretofore entered into on the 4th day of January, 1928 by and between the City of Fort Wayne, Indiana by and through its Board of Public Works and the General Electric Company by and through B. E. Ward, Assistant to its District Manager, as more fully set in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Herman F. Gerdon.

Done at the Council Chamber this 24th day of January, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of January, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1394

Ben. F. Bennett,
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 1 day of February, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 2 day of February, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1395.

An Ordinance ratifying and approving a contract by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the Wayne Knitting Mills and Thieme Bros. Company, by and through their Vice President and Treasurer, for an overhead bridge or passageway over, above and across Knitters Avenue and a tunnel under the sidewalk and under the street of said Knitter Avenue.

Whereas, on the 10th day of January, 1928, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with the Wayne Knitting Mills and Thieme Bros. Company for an overhead bridge or passageway over, above and across Knitters Avenue and a tunnel under the sidewalk and under the street of said Knitter Avenue which contract is in the following words:

WHEREAS, Wayne Knitting Mills and Thieme Bros. Company, each a corporation organized and existing under the laws of the State of Indiana, are engaged in the Manufacture of hosiery and are the owners of building abutting on both sides of Knitters Avenue in the City of Fort Wayne, Indiana, and are desirous of constructing an overhead bridge or passage way over, above and across said Knitters Avenue and a tunnel under the sidewalk and under the street of said Knitters Avenue as more particularly hereinafter described for the purpose of connecting said buildings on either side of said street and of improving the manufacturing facilities of said Companies and have filed with the Board of Public Works of the City of Fort Wayne a preliminary plan and design therefor,

NOW, THEREFORE, this agreement made and executed in duplicate this 10th day of January 1928, by and between said Wayne Knitting Mills and Thieme Bros. Company, hereinafter called the "Companies," and the City of Fort Wayne, by and through its Board of Public Works, hereinafter called the "City," WITNESSETH:

THAT, for and in consideration of the several and mutual covenants of the parties hereto it is hereby agreed by and between said parties as follows:

1. The City, by and through its Board of Public Works, does hereby give and grant to the Companies, their successors and assigns, subject to the conditions hereinafter expressed, permission and authority from and after the approval of this agreement by the Common Council of said City by ordinance, to construct, maintain, used and repair above and across Knitters Avenue an overhead bridge from the third floor level of the building owned by the Wayne Knitting Mills on the east side of said street to the third floor level of the building owned by Thieme Bros. Company on the west side of said street, said bridge to run on a slight diagonal, the north side of said bridge to be approximately sixty (60) feet south of Morrison Street at the said building owned by Thieme Bros. Company and approximately forty-two (42) feet south of said Morrison Street at the building owned by the Wayne Knitting Mills, the bottom of said bridge to be not less than twenty-nine (29) feet in the clear above the sidewalk on said Knitters Avenue, said bridge to be approximately thirteen (13) feet six (6) inches wide by ten (10) feet high, inside measurement, to be supported on steel plate girders or structural steel trusses in the side walls of said buildings, the floor thereof to be wood planking on steel I beams and the exterior walls thereof to be covered with cement stucco of neat appearance and to construct, maintain, use and repair under said Knitters Avenue a tunnel approximately six (6) feet wide, inside measurement, to cross Knitters Avenue at right angles, with its north outside wall approximately six (6) feet south Morrison Street, with an inside depth of approximately five (5) feet six (6) inches, said tunnel then to run to the south approximately one hundred twenty-eight (128) feet under the sidewalk on the west side of said Avenue and adjacent to the building owned by said Thieme Bros. Company, said tunnel under said sidewalk to be of the same width and approximately six (6) feet six (6) inches in depth inside, said tunnel to be constructed of reinforced concrete.

2. The right, permission and authority so to construct, use, maintain and repair said tunnel and overhead bridge is granted upon the following terms and conditions, which terms and conditions the Companies hereby expressly covenant and agree for themselves, their successors and assigns to follow, carry out and perform.

a. Said bridge and tunnel shall be constructed in accordance with said preliminary plan and design filed with said Board of Public Works and in accordance with detailed plans and specifications therefor to be approved by said City and for the purpose of constructing said tunnel the City hereby consents that the Companies may make the necessary excavation into said Knitters Avenue while said tunnel is being constructed and the Companies agree that after the same is constructed said Avenue shall be put in as good condition as the same now is.

b. The Companies agree to keep and maintain said bridge, tunnel and all appurtenances thereto in good condition and repair at all times and to so use and maintain the same as not to interfere with the free and unobstructed use of and travel on said Knitters Avenue by the public.

c. The Companies agree to protect, indemnify and save the City harmless from any and all loss, cost, damages, judgments or expenses which the City may suffer or which may be recovered or obtained against it by reason of or growing out of or resulting

in any manner from the execution of this contract, the passage of the ordinance ratifying the same or the construction, maintenance, use and repair of said over-head bridge and/or tunnel and agree to pay to the City any such loss, cost, damages, judgments or expenses which it may hereby or thereby suffer.

d. The Companies agree to execute to the City a bond in the sum of \$5,000.00 with sureties thereon to the approval of said City, guaranteeing the faithful performance of all of the terms and obligations of this contract by them and agree that said City may, at any time, demand a new bond in the same principal amount with new sureties thereon. It is understood and agreed that the principal sum of said bond shall not be construed to limit the liability of said Companies for any of the loss, cost, damages or expense hereinbefore described.

e. In the event that any change in the grade of said Knitters Avenue or in the event of the establishment of any other public improvement in said street or in the vicinity thereof or if any other public necessity shall reasonably require the removal, relocation or alteration of said overhead bridge and/or tunnel, then in such event the City reserves the right to require the relocation, removal or alteration of said bridge and/or tunnel and the Companies agree, at their own expense, to relocate, remove or alter said bridge and/or tunnel within six months after written notice so to do by said City, and in the event of the relocation, removal or alteration of said tunnel the Companies agree to repair said Knitters Avenue and put the same in as good condition as the same was prior to such relocation, removal or alteration. In the event of the failure of the Companies so to relocate, remove or alter said tunnel and/or bridge after such written notice so to do, then the City may cause the relocation, removal or alteration thereof and the repair of said Knitters Avenue and recover the cost and expense of the same from said Companies together with liquidated damages in the sum of Five Hundred Dollars (\$500.00)

IN WITNESS WHEREOF, said Wayne Knitting Mills and Thieme Bros. Company have caused their corporate names to be hereunto subscribed by their Vice President and Treasurer, duly authorized so to do and the City of Fort Wayne has caused its corporate name to be hereunto subscribed by the members of its Board of Public Works the day and year first above written.

WAYNE KNITTING MILLS,
By Chas. Pillchruy,
Treasurer.
By George E. Rutledge,
Vice President.
THIEME BROS COMPANY.
By Chas. Pillchruy,
Treasurer
By George E. Rutledge,
Vice President

(SEAL)

ATTEST:

Agatha E. Diek
Secretary and Clerk.

CITY OF FORT WAYNE.
By Wm. Beck,
Tom Snook
William S. O'Rourke
Its Board of Public Works.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the Contract heretofore entered into on the 10th day of January, 1928 by and between the City of Fort Wayne, Indiana by and through its Board of Public Works and the Wayne Knitting Mills and Thieme Bros. Company, by and through their Vice President and Treasurer, as more fully set out in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

A. O. Pape

Done at the Council Chamber this 24th day of January, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of January, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1395

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 1 day of February, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 2 day of February, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1396.

An Ordinance prohibiting the use of any engine, motor or power machine operated by explosive power within the limits of the City of Fort Wayne, unless the same is equipped with a muffler that silences the noise created by the explosive force.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That it shall be unlawful for any person, firm or corporation to run, drive, use or cause to be used any engine, motor or power machine, operated by explosive power, within the limits of the City of Fort Wayne, unless the same is equipped with a muffler that silences the noise created by its explosive force.

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or failing to comply with the same shall be fined in any sum not to exceed one hundred dollars (\$100.00).

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and its legal publication.

S. H. Fisher.

Done at the Council Chamber this 24th day of January, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of January, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO 1396

Ben F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 1 day of February, 1928.

Leonard H. Ellenwood.
City Clerk.

Approved this 2 day of February, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO 1397

An Ordinance authorizing the borrowing of One Hundred Thousand Dollars (\$100,000.00), or so much thereof as shall be necessary, and the issue and sale of bonds therefor for the purpose of providing funds for the purchase of real estate and the improvement thereof, and also for the improvement of other real estate now owned by the City for park and aviation purposes, and appropriating to the Board of Park Commissioners the funds derived from the sale thereof.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1- That the said City be, and is hereby authorized to borrow the sum of One Hundred Thousand Dollars (\$100,000.00), or so much thereof as shall be necessary, for the purpose of providing funds for purchasing and securing certain tracts of real estate, to be used by the City for Park and aviation purposes, and for the purpose of providing funds for the improving of such tracts, and also for the improvement of the tract of ground now owned by the City and described more particularly as follows:-

The tract of land in Allen County, Indiana, known as Rousseau's Truck Farm, an Addition to said City, according to the plat recorded in Plat Book No 7, on page 106, in the Recorder's Office of said County, and being a subdivision of and including all of the Northwest quarter ($\frac{1}{4}$) of Section Fourteen (14), Township Thirty-One (31) North, Range Twelve (12) East, lying West of the Lake Shore and Michigan Southern Railroad, and containing one hundred and fifty-five and seventy-five hundredths (155.75) acres more or less,

which last described tract of land is adjacent to the tracts to be purchased as aforesaid.

SECTION 2. That in order to procure said loan of money, the bonds of said City shall be issued from time to time in such amounts as in the discretion of the Board of Park Commissioners of said City shall be found necessary for the purposes herein provided, not exceeding the aggregate of One Hundred Thousand Dollars (\$100,000.00) face value, in the manner hereinafter provided. Said bonds shall be dated as of the date of their issue, in denominations of Five Hundred Dollars (\$500.00) or One Thousand Dollars (\$1,000.00) as the Controller of said City shall deem best, with interest thereon at the rate of not to exceed four and one-half per cent. ($4\frac{1}{2}\%$) per annum, payable semi-annually; the first installment of such interest to become due June 1st, 1929, and such interest to be evidenced by a coupon for the interest accrued on such date, and interest accruing thereafter to be evidenced by coupons for each six months interest, such interest coupons to bear the lithographic facsimile signature of the Mayor and Controller of said City which shall be taken for purposes as equivalent to a manual signing thereof. All of said bonds shall be signed by the Mayor and Controller of said City, and sealed with the seal of said City, attested by the City Clerk of said City, and shall be designated as Series P _____, and numbered consecutively beginning with No. One (1), and shall be known as

BAER FIELD PARK BONDS

Said bonds shall be due and payable as follows:- Ten Thousand Dollars (\$10,000.00) face value of such bonds to be payable June 1st, 1929, and Ten Thousand Dollars (\$10,000.00) face value of such bonds to be payable on the first day of June of each year thereafter until the end of the tenth year from June 1st, 1928, at which time all of such issue of bonds then issued and outstanding shall become due and payable.

SECTION 3. Said bond shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete bond before the issuance thereof

No. _____ \$ _____
 UNITED STATES OF AMERICA
 ALLEN COUNTY INDIANA
 CITY OF FORT WAYNE BAER FIELD
 PARK BONDS

Issue No. _____
 Series P _____

For Value Received, the City of Fort Wayne, Allen County, State of Indiana, hereby promises to pay to the bearer thereof

_____ DOLLARS
 in lawful money of the United States of America on the _____ day of _____, 19____, with interest thereon at the rate _____ per cent per annum, payable on the _____ day of _____, 19____, and thereafter, semi-annually on the _____ day of June and December in each year until paid, upon the surrender and cancellation of the proper coupons hereto attached.

Both interest and principal of this bond are payable at The First National Bank of Fort Wayne, Indiana, in the City of Fort Wayne, Indiana.

This bond is one of a total issue of _____ bonds of _____ Dollars (\$ _____) each, numbered from One to _____, both inclusive, issued in pursuance to an ordinance duly and legally adopted by the Common Council of the City of Fort Wayne on the _____ day of _____, 19____, authorizing the issue and sale of said bonds, and in

strict conformity with and in the exercise of the powers granted to said City of Fort Wayne under an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all acts mandatory thereof and supplemental thereto.

It is hereby certified that all things and acts required by the laws of the State of Indiana and by ordinance and corporate action of the City of Fort Wayne and the Common Council thereof, pursuant to the issue of this bond have happened and have been duly done and performed in the manner provided by law in and about the authorization, preparation, issue and complete execution of this bond; and it is certified that this bond and said total issue of bonds is within every limit of debt prescribed by the constitution and laws of the State of Indiana, and to the prompt payment of the principal and interest of this bond and said total issue of bonds when the same shall become due, the full faith and credit of said City of Fort Wayne, together with all the taxable property thereof, both real and personal, are irrevocably pledged.

IN WITNESS WHEREOF, the Common Council of the City of Fort Wayne has caused this Bond to be signed by the Mayor and the City Controller of the City of Fort Wayne, and attested by the City Clerk thereof, and the corporate seal of said city to be hereunto affixed, this _____ day of _____, 192____.

Mayor of the City of Fort Wayne

Controller of the City of Fort Wayne

ATTEST:

City Clerk

Said coupons shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete coupon before the issuance thereof.

No. _____ \$ _____

On the _____ day of _____, 19____,
Fort Wayne, Allen County, Indiana, will pay to the
bearer at the Office of the Treasurer of the City of
Fort Wayne, Indiana, in the City of Fort Wayne, Indiana,
the sum of _____ Dollars,
the same being the interest due on its Baer Field Park
Bonds bearing date of _____, 19____.

Mayor of the City of Fort Wayne

Controller of the City of Fort Wayne

SECTION 4. Such bonds shall be sold in such parcels and amounts, and at such times as may be required by the said City for the purposes above set out. The City Controller shall manage and supervise the preparation, advertisement, negotiation and sale of such bonds, subject to the terms of this ordinance, which sale or sales shall be by sealed bids for all of such bonds or parcels or allotments thereof, to the highest and best bidder for cash after three weeks notice of such sale shall have been given by three insertions, one time each week, in two newspapers representing opposite political parties, and printed in the English language, in the said City of Fort Wayne, Indiana, and upon payment therefor the bonds so sold shall be delivered to said bidder or bidders.

SECTION 5- When said bonds shall have been signed as herein provided, and paid for by, and delivered to, said purchaser or purchasers, the same shall be and constitute a binding obligation of the City of Fort Wayne, according to the tenor and effect thereof.

SECTION 6. The proceeds derived from the sale of the said bonds as herein provided, shall be and are hereby appropriated to the Department of the Board of Park Commissioners of said City for the sole use of said Board for the payment of the expenses in and about the purchase of the tracts of ground above referred to, and the improvement thereof, and of the tract of ground above described and now owned by said City, for park and aviation purposes, and said proceeds shall be kept in a separate fund by the City Treasurer, and paid out only on warrants drawn upon said fund by the City Controller and for no other purposes than those herein set out, upon vouchers of the Board of Park Commissioners of the City of Fort Wayne, and said fund shall not be used for any other or different purpose.

SECTION 7. This ordinance shall be in full force and effect from and after its passage on approval by the Mayor of the City of Fort Wayne.

Ben. F. Bennett
 A. O. Pape
 Harry F. Zimmerman
 S. H. Fisher
 Chester Hinton
 Walter L. Curdes
 James A. Liggett
 Louis S. C. Schroeder
 Harry M. McMillen
 A. C. Voelker
 E. H. Fisher
 M. L. Burns
 Edward H. Hunsaker
 Ralph Clark
 Herman F. Gerdorn
 J. M. Stouder.

Done at the Council Chamber this 14th day of February, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of February, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
 GENERAL ORDINANCE No 1397.

Ben. F. Bennett
 President

Leonard H. Ellenwood,
 City Clerk

Presented to the Mayor for approval on the 1 day of February 1928,

Leonard H. Ellenwood,
 City Clerk.

Approved this 21 day of February 1928

Wm. C. Geake,
 Mayor.

GENERAL ORDINANCE NO. 1398.

An Ordinance amending Sub-section (j) of section 9 on General Ordinance No. 1328, being "An ordinance establishing and providing for a Department of Buildings for the City of Fort Wayne, Allen County, Indiana, providing a code to regulate the construction, equipment, maintenance, alteration, repair and removal of buildings, the occupancy and obstruction of streets and alleys in the performance of same and providing certain penalties for the violation thereof, and shall be known as the Building Code, Allen County, Indiana, as amended December 7, 1926 and December 14, 1926".

Be ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That Sub-section (j) of Section 9 of General Ordinance No. 1328 as above entitled be amended to read as follows:

(j) The application fee in all cases shall be one dollar (\$1.00) except for banner signs, in which case it shall be fifty cents (\$.50).

SECTION 2 That this ordinance be in full force and take effect on and after its passage and approval by the Mayor and its legal publication.

James A. Liggett

Done at the Council Chamber this 14th day of February, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of February, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1398

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 1 day of February, 1928.

Leonard H. Ellenwood,
City Clerk

Approved this 21 day of February, 1928

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1399.

An Ordinance ratifying and approving a contract between the City of Fort Wayne by and through the Board of Public Works and The Protective Electrical Supply Company by and through H. W. Henline, its Sales Manager for the purchase of Copper wire to be used in the City Light Department.

Whereas, on the 24th day of January, 1928, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with The Protective Electrical Supply Company for the purchase of certain copper wire to be used in the City Light Department of said City, which contract is in the following words and figures:

THIS AGREEMENT Made and entered into this 24th day January, 1928 by and between the City of Fort Wayne by and through its Board of Public Works and The Protective Electrical Supply Company by and through H. W. Henline, its Sales Manager, witnesseth:

That the City of Fort Wayne, agrees to buy and the Protective Electrical Supply Company agrees to sell the following Triple Braid, soft drawn weatherproof copper wire at and for the price herein set out:

3,000#	- #2 Wire	- @	.1660
7,500#	- #4 "	- @	.1685
20,000#	- #6 "	- @	.1685
15,000#	- #8 "	- @	.1760
10,000#	- #10 "	- @	.1840

All of said wire is to be shipped immediately F. O. B. Fort Wayne, Indiana. The said City is entitled to a discount of one-half of one percent if paid within ten days from the date of billing.

In Witness Whereof the parties hereto have set their hands and seals the day and year first above written.

CITY OF FORT WAYNE
By Board of Public Works
Wm. Beck.
Tom Snook
William S. O'Rourke

THE PROTECTIVE ELECTRICAL
SUPPLY COMPANY
By H. W. Henline.
Sales Manager,

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract entered into on the 24th day of January, 1928 between the City of Fort Wayne by and through its Board of Public Works and The Protective Supply Company by and through H. W. Henline, its Sales Manager for the purchase of certain copper wire to be used in the City Light Department of said City, as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Harry F. Zimmerman.

Done at the Council Chamber this 14th day of February, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of February, 1928, by a majority vote of all Members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1399.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 1 day of February 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 21 day of February 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO 1400

An Ordinance authorizing the Board of Public Works to sell an automobile used in the Street Department.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the Board of Public Works be and is hereby authorized to sell one (1) automobile, Motor Number 14703185, now in use in the Street Department, and to file its petition by and through the City Attorney in the Allen Circuit Court for the appointment of appraisers to appraise said property.

SECTION 2 That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Harry F. Zimmerman,

Done at the Council Chamber this 14 day of February, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14 day of February, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No.1400.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 1 day of February 1928,

Leonard H. Ellenwood,
City Clerk.

Approved this 21 day of February 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO 1401.

An Ordinance fixing the salary of the Assistant to the Deputy City Controller.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

Section 1. That beginning January 1, 1928, the Salary of the Assistant to the Deputy City Controller be at the rate of one hundred twenty-five dollars (\$125.00) per month.

Section 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

S. H. Fisher,

Done at the Council Chamber this 28 day of February, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28 day of February, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1401.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 1 st day of March 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 6 day of March 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1402.

AN ORDINANCE REGULATING THE KEEPING OF A HORSE OR HORSES, MULE OR MULES, OR ANY OTHER DRAFT ANIMALS WITHIN THE LIMITS OF THE CITY OF FORT WAYNE.

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:-

SECTION 1. That it shall be unlawful for any person, firm or corporation to keep any stable, barn, building, structure or any other permanent or temporary place for the feeding, stabling and/or care of a horse or horses, of a mule or mules or other draft animal or animals, within the City of Fort Wayne, Indiana, unless the same shall be kept and maintained in a clean and sanitary condition, free of all obnoxious odors.

SECTION 2. That it shall be the duty of the Sanitary Department of the Board of Health to inspect all such stables, barns, buildings, structures or other permanent or temporary buildings, once each month.

SECTION 3. That any person, firm or corporation violating any provision of this ordinance shall be fined in any sum not to exceed One Hundred Dollars (\$100.00), and each day of such violation shall constitute a separate offense.

SECTION 4. All laws or parts of laws in conflict herewith are hereby repealed in so far as they conflict herewith.

SECTION 5. That this ordinance shall be in full force and effect upon and after its passage and approval by the Mayor and legal publication.

James A. Liggett.

Done at the Council Chamber this 28 day of February, 1928 City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28 day of February, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1402.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 1 day of March 1928.

Leonard H. Ellenwood
City Clerk.

Approved this 6 day of March 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1403.

An Ordinance authorizing the Board of Public Works to purchase certain real estate for River Improvement and Bridge Approach Purposes.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the Board of Public Works of the City of Fort Wayne, Indiana, be and it is hereby authorized to purchase Lot Number Forty-one (41) in H. B. Reed's Addition to the City of Fort Wayne, Allen County, Indiana for River Improvement and Bridge Approach Purposes at and for the price of fifteen thousand dollars (\$15,000.00)

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

James A. Liggett.

Done at the Council Chamber this 13 day of March, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13 day of March, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1403

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 16 day of March, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 22nd day of March 1928,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1404.

An Ordinance amending General Ordinance No. 1328 being, "An Ordinance establishing and providing for a Department of Building for the City of Fort Wayne, Allen County, Indiana, providing a code to regulate the construction, equipment, maintenance, alteration, repairing and removal of building, the occupancy and obstruction of streets and alleys in performing of same and providing certain penalties for the violation thereof and known as The Building Code of the City of Fort Wayne, Allen County, Indiana," as amended December 7th, 1926, December 14th, 1926 and March 22, 1927.

Be it ordained by the Common Council of the City of Fort Wayne, Allen County, Indiana.

SECTION 1.

That said General Ordinance No. 1328 be amended by adding Section 7 (a) to read as follows:

INSPECTOR OF WARM AIR HEATING & SHEET METAL
INSTALLATION AND THE APPURTENANCES THERETO

Section 7.

(a) Be it ordained that there shall be and there is hereby created an inspector of Warm Air Heating & Sheet Metal installation and appurtenances thereto who shall be an assistant to and his work shall co-ordinate with that of the Building Commissioner.

QUALIFICATIONS

(b) Be it further ordained that the Inspector of Warm Air Furnace Installation & Sheet Metal Work and appurtenances thereto, shall be a practical Warm Air heating and sheet metal man with at least ten (10) years experience in the construction, planning, engineering and laying out of warm air heating installations and who is skilled and well trained in matters pertaining to warm air heating and sheet metal work.

APPOINTMENT.

(c) The Inspector of warm air heating installation and sheet metal work shall be appointed by the City Board of Health and shall hold office for a term of four years unless otherwise directed and shall receive the same salary as that received by the Inspector of plumbing work.

OATH and BOND.

(d) The Inspector of Warm Air heating installation and sheet metal work shall prior to entering upon his duties, take the oath required by law and give bond in the sum of \$1,000.00 with surety to be approved by the Controller, conditioned by the faithful performance of his duties.

INSPECTOR'S DUTIES, PLANS and SPECIFICATIONS.

(e) The duties of the Inspector of warm air heating installation and sheet metal work and the appurtenances thereto shall be to examine all plans and specifications for such installation and see that they conform with the requirement of the National Warm Air Furnace & Sheet Metal Code as adopted and approved as "The Warm Air Furnace & Sheet Metal Code for the City of Fort Wayne," and to inspect all installations in the City of Fort Wayne, in which a permit is required under the terms of this ordinance as amended and see that said installations conform to the requirements of said code to issue certificates of approval.

APPROVED FOR PERMIT.

(f) When the Inspector of Warm Air Heating Installation and Sheet Metal Work and the appurtenances thereto finds that the plans and specifications for warm air heating installation and sheet metal work qualify under the requirements of the "Warm Air Furnace & Sheet Metal Code for the City of Fort Wayne" they shall be marked "Approved" and passed to the Building Commissioner for the issuance of a building permit.

(g) That this ordinance be in full force and take effect on and after its passage approval by the Mayor and legal publication.

S. Harry Fisher.

Done at the Council Chamber this 13 day of March, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana,

at a regular meeting, held on the 13 day of March, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO.1404.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 16 day of March 1928,

Leonard H. Ellenwood,
City Clerk.

Approved this 22nd day of March 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO 1405.

An ordinance ratifying a contract between the City of Fort Wayne, Indiana, by and through its Mayor and Board of Public Works, and The Froehlich and Emery Engineering Company of Toledo, Ohio for engineering services in connection with improvements of the City Light Plant.

WHEREAS, on the 13th day of March, 1928, the City of Fort Wayne, Indian, entered into a contract with The Froehlich and Emery Engineering Company, of Toledo, Ohio, for engineering services in connection with improvements of the City Light Plant, which contract is in the following words and figures, towit:

ARTICLES OF AGREEMENT BETWEEN THE CITY OF FORT WAYNE, INDIANA A MUNICIPAL CORPORATION, PARTY OF THE FIRST PART, AND THE FROELICH & EMERY ENGINEERING COMPANY, A CORPORATION OF TOLEDO, OHIO, PARTY OF THE SECOND PART.

This agreement made and entered into this 13th day of March, 1928, by and between the City of Fort Wayne, Indiana, a municipal corporation, party of the first part, and The Froehlich & Emery Engineering Company, of Toledo, Ohio, a corporation existing and doing business under the laws of the State of Ohio, party of the second part.

WITNESSETH: That the party of the second part has agreed, and by these presents does agree, with said party of the first part, for the consideration hereinafter named, to perform engineering service under the direction of the Board of Public Works of the City of Fort Wayne, Indiana, as follows:

1st. The Party of the second part agrees to prepare four (4) copies of complete plans and specifications for the purchase and installation in the Municipal Electric Light Plant of a steam turbine generating unit, condenser with auxiliary equipment, switching equipment, all necessary wiring and piping, machinery foundations, and the necessary additions to the present electric light plant building, and all other work, material or apparatus necessary for the complete installation of the turbine generating unit ready for operation. All additional copies required for advertising for bids will be printed at the expense of the party of the first part.

2nd. The party of the second part further agrees to assist in the preparation of all necessary bidding forms, advertising forms and other legal forms required for advertising the work, and to have a representative present at the opening of bids to assist in the recording of bids received, and to make a tabulation and comparison of all bids received on the various parts of the work and to consult with the Board of Public Works upon the merits of the different bids received.

3rd. The party of the second part further agrees to assist the Board of Public Works in the preparation of all contracts for the various parts of the work.

4th. After contracts have been awarded, the party of the second part will supervise the installation and construction of the work as may be necessary to insure the proper construction of the work in accordance with the plans and specifications.

In consideration of the promises of the party of the second part hereinafter contained, and the faithful performance thereof, the party of the first part agrees and binds itself to pay to the party of the second part a sum of money equal to six (6) per cent of the total expenditure by the party of the first part in carrying out the work covered by the plans and specifications. The above compensation is to become due and payable as follow:

Upon completion of plans or specifications for any part of the work, and the approval of the same by the Board of Public Works, a sum equal to one and three-quarters ($1\frac{3}{4}$) per cent of the estimated cost of the work, materials, apparatus or construction covered by the specifications or plans shall become due and payable to the party of the second part. Upon the award of a contract or contracts by the party of the first part for any part of the work, material or apparatus covered by the plans or specifications, a sum equal to three (3) per cent of the amount of the contract or contracts, less any amounts which have been paid for the plans and specifications for this particular part of the work, material and apparatus, in accordance with the foregoing paragraph, shall become due and payable to the party of the second part.

During the progress of the work covered by the plans and specifications, the party of the second part will submit, on or about the first of each month, an estimate of the value under the terms of this agreement of the services rendered by the party of the second part during the preceding month and eighty (80) per cent of such estimates shall become due and payable, upon the approval of the same by the Board of Public Works. The remaining twenty (20) per cent of such estimates, and any other unpaid part of the above mentioned compensation, shall become due and payable upon the completion of the work covered by the plans and specifications and the acceptance of the same by the Board Public Works.

This contract although executed on behalf of the City by its Mayor and by the

Board of Public Works shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety days after the date hereof, this contract shall become and be wholly void.

In Witness Whereof, the City of Fort Wayne, Indiana, party of the first part, has caused to be hereunto affixed its corporate seal and name by and through its Board of Public Works, and The Froehlich & Emery Engineering Company, party of the second part, by and through its duly authorized officers, has hereunto caused to be affixed its corporate name and seal and the names of its officers on the day and year first above written.

Wm. C. Geake, Mayor
CITY OF FORT WAYNE, INDIANA.

By Wm. Beck
Tom Snook
William S. O'Rourke

Board of Public Works.

THE FROEHLICH & EMERY ENGRG. CO.
By F. H. Froehlich
President.

Jas. R. Emery
Secretary.

Attest. Agatha E. Diek
Secretary.

Approved

Edw. H. Fisher
Chester Hinton
S. Harry Fisher.

Approved as to Form and Legality

By _____

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract heretofore entered into on the 13th day of March 1928, by the City of Fort Wayne, Indiana, by and through its Mayor and Board of Public Works and The Froehlich and Emery Engineering Company of Toledo, Ohio for certain engineering services in connection with improvements of the City Light Plant, as more fully set out in the preamble, be and the same is hereby in all things ratified and approved.

SECTION 2 That this ordinance be in full force and effect upon and after its passage and approval by the Mayor.

Done at the Council Chamber this 27th day of March, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of March, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO 1405.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 9th day of April, 1928,

Leonard H. Ellenwood,
City Clerk.

Approved this 9th day of April 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1406.

An Ordinance amending Section Two of General Ordinance No. 1323 entitled "An Ordinance regulating traffic upon the streets, alleys and public places in the City of Fort Wayne, and providing penalties for the violation thereof" passed November 9, 1926.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That Section Two of General Ordinance No. 1323, the same being "An Ordinance regulating traffic upon the streets, alleys and public places in the City of Fort Wayne and providing penalties for the violation thereof" passed on the 9th day of November, 1926, be amended to read as follows:

"SECTION 2 It shall be unlawful for any driver or owner of any vehicle to stop or park or allow or permit said vehicle to be stopped or parked on Calhoun Street from the south line of Superior Street to the north line of Pontiac Street and on Main Street from the west line of Lafayette Street to the east line of Webster Street longer than thirty minutes in any one hour between the hours of 7:00 A. M. and 8:00 P. M. except on Sundays; on Webster Street from the south line of Pearl Street to the north line of Jefferson Street, on Harrison Street from the south line of Columbia Street to the north line of Lewis Street, on Clinton Street from the south line of Columbia Street to the north line of Jefferson Street, on Columbia Street from the east line of Harrison Street to the west line of Lafayette Street, on Berry Street from the east line of Webster Street to the west line of Lafayette Street, on Wayne Street from the east line of Webster Street to the west line of Lafayette Street, on Washington Street from the east line of Webster Street to the west line of Lafayette Street, on Jefferson Street from the east line of Webster to the west line of Lafayette Street, on Pearl Street from the west line of Harrison Street to the east line of Webster Street, on Barr Street from the south line of Columbia Street to the north line of Jefferson Street, on the west side of Lafayette Street from the south line of Columbia Street to the north line of Jefferson Street on Broadway from the south line of Wayne Street to the north line of Michigan Avenue, on the west side of Court Street, and on the south side of Lewis Street, from the east line of Harrison Street to the west line of Calhoun Street longer than one hour in any two hours between the hours of 7:00 A. M. and 6:00 P. M. except on Sundays; on the east side of Court Street longer than ten minutes between the hours of 7:00 A. M. and 6:00 P. M. except on Sundays; on any market place or space between the hours of 3:00 P. M. and 12:00 o' clock Midnight on Wednesdays and Fridays excepting marketeers.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor and its legal publication.

Done at the Council Chamber this 27th day of March, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of March, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1406 .

Ben. F. Bennett,
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 9th day of April, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 9th day of April, 1928.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE No. 1407

An Ordinance ratifying a contract between F. M. Gray Jr., Inc. by F. M. Gray Jr., its President and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the drilling of two (2) or more Water wells for the Water Works Department of the City.

WHEREAS, on the 10th of March, 1928 the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with F. M. Gray Jr., Inc., by F. M. Gray Jr., its President, for the drilling of two (2) or more Water Wells for the Water Works Department of said City, which contract is in the following words and figures:

THIS AGREEMENT made this 10th day of March, 1928 by and between the City of Fort Wayne, Indiana by and through its Board of Public Works, party of the first part, and F. M. Gray, Jr, Incorporated of Milwaukee, Wisconsin party of the second part,

WITNESSETH:

That in consideration of the mutual covenants herein expressed, it is by the parties hereto agreed:

1. Second party shall furnish all the labor and material, including machinery, fuel, water and other necessary apparatus, for, and shall drill and cause to be drilled for first party such number of wells, not less than two, or more, the exact number and location to be determined by the first party. Such wells to be 16" in diameter from top of ground embedded into rock, and of the best quality genuine 16" wrought iron drive pipe of nominal weight not less than 70 pounds per foot, and protected by first class steel shoes to prevent damage while driving to rock, and to enable pipe to be driven into rock the proper depth to insure its being sufficiently tight to shut off all seepage and surface water. From this point a 15" hole is to be drilled into rock or below pipe to water. All joints to be firmly screwed together, not less than one and onehalf inches contact into couplings using red lead or equivalent for each joint. All casings to be driven into bed rock sufficiently to shut off surface water and sand. Newest and latest improved machinery to be used, so as to avoid delay, due to breakage. New lines for drill to be provided and so used as to do away with risk of customary accidents in finishing wells. Each of said wells to be of such depth as may be designated by the first party, and shall not be drilled to a greater depth than Three Hundred and Fifty Feet (350'), without the consent of the first party. Wells to be drilled by expert labor and drilling to be continuous until sufficient depth shall be attained.

2. Work to be commenced on each well within thirty days from the date that this contract ratified and second party is ordered to do so by first party, and such wells respectively to be completed and in good working order within thirty days from the time of commencement. Work on each well to be abandoned or suspended, for the purpose of making tests as to capacity thereof, if desired by first party.

3. After well is completed same shall be bailed until clean, and free from drillings. First party to pay second party for all accepted wells the sum of Thirteen Dollars and Fifty Cents per foot (\$13.50) to stone, and Six Dollars and Fifty cents (\$6.50) per foot in stone or under pipe and Sixty Five Dollars (\$65.00) additional for drive shoe for each well.

4. Payments on this work are to be made by the first party to the second party on the following basis:
Upon arrival of each well of the necessary 16" pipe and shoe \$1,000.00 shall be paid. When drive pipe on each well has been landed at the stone and a tight shutoff made \$500.00 shall be paid.
The balance of the contract price per well shall be paid in full upon completion of each well, less payments previously made as per the above.

5. Second Party shall furnish bond to first party, in the sum of Two Thousand Dollars (\$2000.00) with surety company acceptable too first party as surety thereon, for the faithful performance of this contract. Second party to carry his own compensation insurance protecting first party from liability of any nature.

WITNESS OUR HANDS AND SEALS THE DAY FIRST ABOVE WRITTEN.

F.M. GRAY, JR., INCORPORATED

By F. M. Gray Jr.,

President.

ATTEST. E. Roberts

CITY OF FORT WAYNE

By Wm Beck

Tom Snook

William S. O'rourke.

ITS BOARD OF PUBLIC WORKS

ATTEST. _____

SEC'Y.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract entered into on the 10th day of March, 1928, between F. M. Gray Jr., Inc., by F. M. Gray Jr., its president, and the City of Fort Wayne,

Indiana, by and through its Board of Public Works, for the drilling of two (2) or more Water Wells for the Water Works Department of said City, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

S. H. Fisher.

Done at the Council Chamber this 27th day of March, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of March, 1928, by a majority vote of all members elect, did pass ordinance hereunto attached, and known as
GENERAL ORDINANCE NO 1407.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 9th day of April, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 9th day of April, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1408.

An Ordinance adopting Eastern Standard Time during certain months of th year for the purpose of Daylight Saving.

(as amended April 10th , 1928.)

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the tire in said City of Fort Wayne be reckoned according to Eastern Standard Time from 12:00 o'clock midnight on the last Saturday of April of each year until 12:00 o'clock mednigt on the last Saturday in September of each year.

SECTION 2. That this ordinance shall be in full force and effect on and after its passage and approval bythe Mayor.

Chester Hinton.
Walter L. Curdes
E. H. Fisher
Ben. F. Bennett
A. O. Pape
Harry F. Zimmerman
J. M. Stouder
James A. Liggett,
Edward H. Hunsaker.

Done at the Council Chamber this 10th day of April, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of t e City of Fort Wayne, Indiana, at a regular meeting held on the 10th day of April, 1928, by a majority vote of all members elect, did pass the ordinance herunto attached, and known as
GENERAL ORDINANCE NO. 1408.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 16th day of April, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 24th day of April, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1409.

An Ordinance Regulating Traffic.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That it shall be unlawful for any person, firm or corporation to stop or park or allow or permit more than three vehicles owned by such person, firm or corporation to be stopped or parked within the limits of any two adjacent blocks upon any street on the City of Fort Wayne for a longer period than two hours out of any three consecutive hours. A block shall mean both sides of a street between any two intersections.

SECTION 2. It shall be unlawful for any person, firm or corporation to stop or park or allow or permit any vehicle to be stopped or parked on any space between a regularly established sidewalk and the curb line of any street or roadway within the City of Fort Wayne.

SECTION 3. Any person, firm or corporation violating any of the provisions of this ordinance or failing to comply with any of the same shall be fined in any sum not to exceed one hundred dollars (\$100.00) for each offense.

SECTION 4. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor and its legal publication.

A. O. Pape.

Done at the Council Chamber the 10th day of April, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of April, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1409.

Ben. F. Bennett,
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 16th day of April, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 24th day of April 1928,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1410.

An Ordinance Regulating Traffic.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That in and after May 1, 1928, it shall be unlawful for any person, firm or corporation to drive, operate or direct the movement of any vehicle or cause or permit any vehicle to be driven, operated or its movement directed from and upon any intersecting street, alley or drive-way into and upon Rudisill Boulevard, Fairfield Avenue, Washington Street from Swinney Park to the East line of Harmar Street, Maumee Avenue from the West line of Harmar Street to its eastern terminus and Lake Avenue or to enter upon any of said streets, avenues or boulevards without first bringing such vehicle to a complete stop, and shall not, at any time, enter said streets, avenues or boulevards from any intersecting street, alley or driveway, after making such complete stop, in any manner as to directly or indirectly interfere with or interrupt the traffic upon said street, avenue, or boulevard and in no event when any automobile is approaching any intersecting street, alley or drive-way upon said Rudisill Boulevard Fairfield Avenue, Washington Street from Swinney Park to the East line of Harmar Street, Maumee Avenue from the West line of Harmae Street to its eastern terminus and Lake Avenue within twenty-five feet from such intersecting street, alley or drive-way; provided, however that all such intersections where semaphore lights are stationed, that such person, firm or corporation shall govern the operation of said vehicles according to the semaphore light control.

SECTION 2 Anyone violating or failing to comply with any of the provisions of this ordinance shall be fined in any sum not to exceed one hundred dollars (\$100.00)

SECTION 3. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor and its Legal Publication.

Walter L. Curdes,
Herman F. Gerdon
M. L. Burns

Edward H. Hunsaker
Chester Hinton
A. C. Voelker
S. H. Fisher.

Done at the Council Chamber the 10th day of April, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of April, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1410.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 16 day of April, 1928,

Leonard H. Ellenwood,
City Clerk.

Approved this 24th day of April, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO 1411.

An Ordinance ratifying and approving a contract between the National Cast Iron Pipe Company of Chicago, Illinois, by and through V. M. Wall, its assistant Northern Sales Manager, and the City of Fort Wayne, Indiana by and through its Board of Public Works for the purchase of certain cast iron pipe fittings to be used in the Water Works Department Of the City.

WHEREAS, on the 27th day of March, 1928, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the National Cast Iron Pipe Company of Chicago, Illinois, by and through V. M. Wall, its Assistant Northern Sales Manager, for the purchase of certain cast iron pipe fittings to be used in the Water Works Department of the said City, which contract is in the following words and figures:

Chicago, Illinois,
March 19, 1928.

City of Fort Wayne,
Water Works Department
Fort Wayne, Indiana.

Gentlemen:

We would be pleased to furnish sizes and quantities as follows at the following prices per net ton of 2,000 pounds F.O.B. cars our foundry Birmingham, Alabama, with full freight allowed to Fort Wayne, Indiana:

75 Tons	16" Class "B" B&S Cast Iron Water Pipe	12' Lengths @ \$36.10 net ton.
50 Tons	12" Class "B" B&S Cast Iron Water Pipe	12' Lengths @ \$36.10 net ton.
300 Tons	6" Class "B" B&S Cast Iron Water Pipe	12' Lengths @ \$36.10 net ton.
5	4 x 1 1/2" Tapped Plugs	@ \$87.00 Net Ton.
5	4 x 2" Tapped Plugs	@ \$87.00 Net Ton.
5	6x 2" Tapped Plugs	@ \$77.00 Net Ton.
6	16" Cast Iron Plugs	@ \$77.00 Net Ton.
2	8 x 6" Cast Iron Tees	@ \$77.00 Net Ton. All Bell Ends
3	12"x 6" Cast Iron Tees	@ \$77.00 Net Ton. " "
4	12"x 8" Cast Iron Crosses	@ \$77.00 Net Ton. All Bell Ends.
6	12"x 6" Cast Iron Crosses	@ \$77.00 Net Ton. All Bell Ends.
12	6" Cast Iron Solid Sleeves	@ \$77.00 Net Ton.

Routing-- L. & N. Cincinnati, N. P. to Ft. Wayne, Ind.
Terms- Net 30 days.

NATIONAL CAST IRON PIPE CO.
By - V. M. Wall
Asst. Northern Sales Mgr.

Fort Wayne, Indiana.
March 27th 1928.

We hereby accept the above offer.

CITY OF FORT WAYNE,
By William Beck
Tom Snook
William S. O'Rourke
Board of Public Works.

Attest:

Geo. G. Waldrop, Sec'y.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract entered into on the 27th day of March, 1928, between the National Cast Iron Pipe Company of Chicago, Illinois, by and through V. M. Wall, its Assistant Northern Sales Manager, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the purchase of certain cast iron pipe fittings to be used in the Water Works Department of the City, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2 That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Edward H. Hunsaker.

Done at the Council Chamber the 10th day of April, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of April, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1411.

Ben. F. Bennett,
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 16th day of April, 1928,

Leonard H. Ellenwood,
City Clerk.

Approved this 24th day of April, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1412.

An Ordinance ratifying and approving a contract between the National Lead Company of Cincinnati, Ohio, by and through Charles B. Strumm, its Assistant Controller and the City of Fort Wayne, Indiana by and through its Board of Public Works for the purchase of certain lead pipe and solder for use in the Water Works Department of the City.

WHEREAS, on the 26th day of March, 1928 the City of Fort Wayne by and through its Board of Public Works entered into a contract with the National Lead Company of Cincinnati, Ohio by and through Charles B. Strumm, its Assistant Controller, for the purchase of certain lead pipe and solder to be used in the Water Works Department of the said City, which contract is in the following words and figures:

Cincinnati, Ohio,
March 1. 1928.

City of Fort Wayne,
Water Works Department,
Fort Wayne, Indiana.

Gentlemen: We beg to quote the following prices for shipment to you for the following materials set out herein:

QUANTITY	DESCRIPTION	AMOUNT
50000 Lbs.	$\frac{3}{4}$ " Extra Strong Lead Pipe @ \$7.07 per cwt. (	\$4595. 50
5,000 Lbs.	1 " " " " " @ \$7.07 per cwt. (
5,000 Lbs.	$1\frac{1}{2}$ " " " " " @ \$7.07 per cwt. (
5,000 Lbs.	2" " " " " @ \$7.07 per cwt. (
1 500 Lbs.	Refined Metal Solder @ \$25.43 per cwt.	381.45
2 000 Lbs.	Pig Lead @ \$6.42 per cwt.	128.40
		<u>\$5105.35</u>

F. O. B. Ft. Wayne, Indiana.
Terms-- Net
Route Pennsylvania-- Spot Car at No. 2 Pump Station.

NATIONAL LEAD COMPANY,
By Charles B. Strumm,
Assistant Controller.

Fort Wayne, Indiana.
March 26, 1928.

We hereby accept the above offer.

CITY OF FORT WAYNE,
By William Beck
Tom Snook
William S. O'Rourke
Board of Public Works.

Attest:
Geo. G. Waldrop, Sec'y.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract entered into on the 26th day of March, 1928 between the National Lead Company of Cincinnati, Ohio, by and through Charles B. Strumm, its Assistant Controller and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the purchase of certain lead pipe and solder to be used in the Water Works Department of the said City, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

S. Harry Fisher.

Done at the Council Chamber the 10th day of April, 1928, City of Fort Wayne, Indiana.
WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of April, 1928, by a majority vote of all members elect did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1412.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 16th day of April, 1928,

Leonard H. Ellenwood,
City Clerk.

Approved this 24th day of April, 1928,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1413.

An Ordinance authoring the Board of Public Works to sell four (4) single and one double frame houses.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the Board of Public Works is hereby authorized to sell four (4) single and one (1) double frame houses and to file its petition by and through the City Attorney of the City of Fort Wayne, with the Allen Circuit Court for the appointment of appraisers to appraise said property.

Section 2. That this ordinance shall be in full force and take effect after its passage and approval by the Mayor.

Harry F. Zimmerman

M. L. Burns.

Done at the Council Chamber the 24th day of April, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of April, 1928 by a majority vote of all members elect, did pass the ordinance hereunto attached and known as
GENERAL ORDINANCE NO. 1413.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 30th day of April, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 1st day of May, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1414.

An Ordinance authoring the Board of Public Works to sell certain junk.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the Board of Public Works be and is hereby authorized to sell and dispose of accumulated scrap copper wire, brass clippings and scrap iron accumulating from uses in the Water Works Department, the City Light Department and the Street Department. The Amount thereof to be sold is not to exceed the sum of One Hundred (\$100.00) Dollars, and in view of the amount not exceeding said sum, the same is to be sold without appraisement.

Section 2. That this Ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Herman F. Gerdon.

Done at the Council Chamber the 24th day of April, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of April, 1928, by a majority vote of all members elect, did pass the ordinance nereunto attached, and known as
GENERAL ORDINANCE No. 1414.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 30th day of April, 1928,

Leonard H. Ellenwood,
City Clerk.

Approved this 1st day of May, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1415

An Ordinance ordering the improvement of Clara Avenue from the east property line of Anthony Boulevard to the west property line of Kensington Boulevard.

Whereas, on the 13th day of March, 1928, the Board of Public Works of the City of Fort Wayne, Indiana, duly adopted a resolution deeming it necessary to improve Clara Avenue from the east property line of Anthony Boulevard to the west property line of Kensington Boulevard, as set forth in said resolution so adopted by the Board of Public Works of the City of Fort Wayne, above referred to: and

Whereas, on the 21st day of March, 1928, a majority of the resident free-holders from that part of Clara Avenue from the east property line of Anthony Boulevard to the west property line of Kensington Boulevard filed with said Board Public Works a remonstrance signed by them against the making of such improvement;

Therefore, be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1 That a necessity existing therefor, Clara Avenue from the east property line of Anthony Boulevard to the west property line of Kensington Boulevard, be, and the same is hereby ordered improved, in accordance with the resolution above referred to, adopted by the Board of Public Works on the 13th day of March, 1928, and in accordance with the provisions of an Act entitled: "An Act Concerning Municipal Corporations" passed by the General Assembly at the 64th Session thereof.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Walter L. Curdes.

Done at the Council Chamber the 22 day of May, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22 day of May, 1928, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1415.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 29th day of May, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 29th day of May, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE No. 1416.

An Ordinance approving and ratifying a contract between Anton Haberstock of Fort Wayne, Indiana, and the City of Fort Wayne, Indiana by and through its Board of Public Works for the completion of all plumbing and heating in Fire Station No. 11.

Whereas, Anton Haberstock of Fort Wayne, Indiana entered into a contract with the City of Fort Wayne by and through its Board of Public Works on the 17th day of April, 1928 for the completion of all plumbing and heating in Fire Station No. 11, which contract is in the following words and figures, towit:

THIS AGREEMENT made the 17th day of April in the year Nineteen Hundred and Twenty-eight by and between Anton Haberstock, of Fort Wayne, Ind.

Hereinafter called the Contractor, and the City of Fort Wayne, By and through its Board of Works, hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

Article 1. Scope of the Work- The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled.

the completion of all plumbing and heating, in Fire Station No. 11. to be erected on the North-east corner of Rudisill Blvd. and Lafayette Street, City of Fort Wayne, Ind.

prepared by Lohlmeyer & Pohlmeier.

acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

Article 2. Time of Completion- The work to be performed under this Contract shall be commenced at once and shall be substantially completed by the 20th September, 1928.

Article 3. The Contract Sum- The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: Two thousand and twenty two dollars, \$2022.00

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hard-ship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

Article 4. Progress Payments- The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the 10th day of each month 85c/o percent of the value, based on the Contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the 1st day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 85 c/o percent of the contract price

For Materials suitably stored at the site 70c/o will be allowed and 85c/o for labor and materials incorporated in the work.

ARTICLE 5. Acceptance and Final Payment- Final payment shall be due 60 days after substantial completion of the work provided the work be then fully completed and the Contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate, over his own signation, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon certificate of the Architect, and without terminating the Contract. make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Article 6. The Contract Documents - The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

Blue Prints, heating plans, two sheets.
Blue Prints, plumbing plans, three sheets.

Plumbing and heating specifications, twenty three sheets and one addenda sheet.

Note: This contract price is based on one on the steel boilers, lowest price, as specified and called for in the specifications, and the Board of Works reserve the right to select the boiler to be used, for the work,

The contractors bond shall guarantee the furnishing of materials and labor, according to plans and specifications and the payment thereof, and the execution of the contract on or before the time set forth.

Variations from the contract or the plans and specifications shall not be construed as relieving the Principal or Surety from liability on the Bond.

Such changes or amendments thereof shall become included within the liability of such Bondsman as though originally incorporated in the terms of the contract.

General Conditions Of The Contract

The general conditions of the contract, in the forepart of the specifications, are to be included as a part of the contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

Anton Haberstock
Contractor.

Board Of Works, { Wm. Beck.
City of Fort Wayne, Ind. { William S. O'Rourke.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the contract entered into by and between Anton Haberstock of Fort Wayne, Indiana, and the City of Fort Wayne by and through its Board of Public Works on the 17th day of April, 1928, for the completion of all plumbing and heating in Fire Station No. 11, as more fully set forth in the preamble hereto be and same is in all things approved and ratified.

SECTION 2. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

Walter L. Curdes.

Done at the Council Chamber the 22nd day of May, 1928, City of Fort Wayne, Indiana:

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of May, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1416.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 29th day of May, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 29th day of May, 1928,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1417.

An Ordinance approving and ratifying a contract between Henry Weigand & Sons of Fort Wayne, Indiana and the City of Fort Wayne, Indiana by and through its Board of Public Works for the erection and completion of a pressed brick Fire Station to be known as Fire Station No. 11.

WHEREAS, Henry Weigand & Sons of Fort Wayne, Indiana entered into a contract with the City of Fort Wayne by and through its Board of Public Works on the 17th day of April, 1928 for the erection and completion of a pressed brick Fire Station to be known as Fire Station No. 11. which contract is in the following words and figures, to wit:

THIS AGREEMENT made the 17th day of April in the year Nineteen Hundred and Twenty-eight by and between Henry Weigand & Son hereinafter called the Contractor, and the City of Fort Wayne, By and Through Its Board of Works hereinafter called the Owner, WITNESSETH, that the Contractor and the Owner for the considerations herein-after named agree as follows:

Article 1. Scope of the Work-The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled the erection and completion of a pressed brick Fire Station to be known as Fire Station No. 11 to be erected at North East corner of Rudisill Blvd. and Lafayette Street, Fort Wayne, Ind.

Prepared by Pohlmeier & Pohlmeier.

acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

Article 2. Time of Completion - The work to be performed under this Contract shall be commenced, 18th day of April, 1928. and shall be substantially completed by September 20th, 1928.

If additional work is necessary to extend the foundations to a greater depth than required by the plans and specifications or otherwise, such additional work shall be completed according to the written instructions of the Architects and Owner, for the following unit prices:

Excavation	\$ 1.35 per cu. yd.
Concrete, including forms.	\$13.60

Article 3 The Contract Sum.- The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: Fourteen thousand three hundred and eighteen dollars, \$14318.00

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

Article 4. Progress Payments - The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the 10th day of each month 85 percent of the value, based on the Contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the 1st day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon completion of the entire work, a sum sufficient to increase the total payments to 85 percent of the contract price

For materials suitably stored at the site 70c/o will be allowed and 85c/o for labor and material incorporated in the work.

Article 5. Acceptance and Final Payment - Final payment shall be due 60 days after substantial completion of the work provided the work be then fully completed and the Contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is

materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payments, except that it shall not constitute a waiver of claims.

Article 6. The Contract Documents - The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

Specifications, General Contract, Title Page to Page 39 Inclusive, including Addenda Sheet.

Blue Prints, II sheets.

General Conditions Of The Contract.

The Drawings, Specifications and the General Conditions of the Contract, which are the forepart of the Specifications and this contract or agreement are the documents forming the contract.

Note: Slate Roof as specified, is included in the contract price.

Fire and Tornado, Insurance to be carried by the Board of Works, City of Fort Wayne, Ind.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

H. Weigand & Son
Contractor.

By Joseph C. Weigand

Board Of Works Wm. Beck

City of Fort Wayne William S. O'Rourke
Ind.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract entered into by and between Henry Weigand & Sons of Fort Wayne, Indiana, and the City of Fort Wayne by and through its Board of Public Works on the 17th day of April, 1928 for the erection and completion of a pressed brick Fire Station to be known as Fire Station No. 11, as more fully set forth in the preamble hereto, be and the same is hereby in all things approved and ratified.

SECTION 2. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

Jacob M. Stouder.

Done at the Council Chamber the 22nd day of May, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of May, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1417.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 29th day of May, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 29th day of May, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1418.

AN ORDINANCE AUTHORIZING THE BOARD OF PUBLIC WORKS TO SELL CERTAIN USED AUTOMOBILES FROM THE WATER WORKS DEPARTMENT.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION No.1 THAT THE BOARD OF PUBLIC WORKS BE AND IS HEREBY AUTHORIZED TO SELL AND DISPOSE OF TWO USED FORD AUTOMOBILES FROM THE WATER WORKS DEPARTMENT, MOTORS ON SAME BEING NUMBERED 4664747 AND 6196894..AS THE VALUE OF THESE TWO CARS TO BE SOLD IS NOT TO EXCEED \$100.00, AND IN VIEW OF THE AMOUNT NOT EXCEEDING THAT SUM, SAID CARS ARE TO BE SOLD WITHOUT APPRAISEMENT.

SECTION NO.2 THAT THIS ORDINANCE BE IN FULL FORCE AND EFFECT ON AND AFTER ITS PASSAGE AND APPROVAL BY THE MAYOR.

Edward H. Hunsaker.

Done at the Council Chamber the 22nd day of May, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana. at a regular meeting, held on the 22nd day of May. 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.1418.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 29th day of May, 1928,

Leonard H. Ellenwood,
City Clerk.

Approved this 29th day of May, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO.1419.

An ordinance transferring and vesting in the Department of Public Parks of the City of Fort Wayne, Indiana, River Drive (so-called) which lies on the east bank of the St. Joseph River from the north line of State Boulevard to the south line of Annie Avenue, in said City, to be converted by the Board of Park Commissioners into a boulevard, with full power of control and the management thereof.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that River Drive (so-called) which lies on the east bank of the St. Joseph River from the north line of State Boulevard to the south line of Annie Avenue, be and the same is hereby placed under the government, management and control of the department of Public Parks of said city for the purpose and with the right upon the part of the Board of Park Commissioners of said City to convert the same into a boulevard; and the said Board of Park Commissioners shall have full power, upon the acceptance by it of said street herein described, for the purpose aforesaid, to govern, manage, maintain, regulate and direct the public use thereof as a boulevard, and to subject the same to its rules and regulations; subject, however, to the laws of the state and to the powers of the Common Council in relation thereto.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

J. M. Stouder.

Done at the Council Chamber the 12th day of June, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of June, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1419.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 15th day of June, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 15th day of June, 1928,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1420.

An Ordinance approving a contract between the Pennsylvania Railroad Company by and through its attorneys Leonard, Rose & Zollars and the City of Fort Wayne, Indiana by and through its Board of Public Works for the construction, use and maintenance of a single track steam railroad of standard width, together with all necessary turn-outs and connecting switches over and across Holman Street.

Whereas, on the 8th day of May, 1928, the City of Fort Wayne by and through its Board of Public Works entered into a contract with the Pennsylvania Railroad Company for the construction, use and maintenance of a single track steam railroad of standard width, together with all necessary turnouts and connecting switches over and across Holman Street in the City of Fort Wayne, which contract is in the following words and figures, to-wit:

THIS AGREEMENT made and entered into this 8th day of May, 1928, by and between the city of Fort Wayne, Indiana, hereinafter called the City, by and through its Board of Public Works party of the first part, and the Pennsylvania Railroad Company, operating the Pittsburgh, Fort Wayne and Chicago Railway Company, hereinafter called the Company, party of second part, WITNESSETH:

That the City by and through its Board of Public Works under and by virtue of the powers conferred upon it, does hereby, subject to the conditions herein expressed, authorize and empower said Company, its successors and assigns, from and after the approval and ratification of this contract by an ordinance of the Common Council of said City, to construct, use and maintain a single track steam railroad of standard width, together with all necessary turn-outs and connecting switches (not switch tracks) over and across the following street and alley: - Commencing on the south line of Holman street seventy-six feet and six inches west on the west line of Clay Street; thence north across Holman Street and over and across lots numbered seventy-five, seven-four and seventy-three (75-74-73) in Lewis' Addition to the city of Fort Wayne to the east and west alley between Holman and Montgomery streets in accordance with the plat attached hereto and made a part hereof on which plat the line and route of said track is marked and indicated by the red lines hereon. That said track herein authorized to be laid and maintained is to be used for switching and moving of freight trains or cars to and from industries along the line of said alley and street over and to its other switches and main lines. The consent and permission herein given is upon the following conditions:

1- The tracks of said company shall not be elevated above the grade of the street and alley and the same shall be laid and maintained so as to conform with the established grade of such street and alley as they shall from time to time exist and in such a way as not to be an unnecessary impediment to the ordinary and proper use thereof by wagons, carriages and other vehicles along and upon said track at any point thereon. That the track and rails shall conform with the grade of the street as now established or as may hereafter be established by said city, and subject at all times to be taken up and relaid by said company, its successors and assigns, at its own expense whenever necessary for the purpose of regarding, paving and repaving such street, constructing sewers, laying or repairing water mains or other pipes or any other public improvements. In case the rails of such track shall not conform with the grade of the street or alley as above provided, the Board of Public Works shall notify the company thereof and the company shall do the necessary work and make such tracks conform to such grade within thirty (30) days from the time of receiving such notice and upon failure so to do, the Board of Public Works shall have the right to change (such track and make such improvement and charge) the cost thereof to said company, its successors and assigns (and in case said Company, its successors and assigns) shall fail to pay such expense within thirty (30) days from the time said Board has rendered a bill therefor, the City shall have the right of action to recover said account against said Company, its successors and assigns, and in case failure to pay such bill and a suit is brought to recover the same, the said City shall be entitled to recover in addition to the cost of said improvement a reasonable attorney fee.

2- That said Company shall pave such section of said street herein authorized to be occupied between the rails and two (2) feet on the outside of each rail and do all paving and work necessary to restore the paving now on said street, said pavement to be of vitrified paving brick acceptable to the City Engineer graded and laid on not less than ten (10) inches of concrete and at the same time the track is laid on the street. That said Company shall repair said street herein authorized to be occupied in the manner and at such times as the Board of Public Works of the City may require, and shall at all times keep such portions of said street in a good condition or repair all in accordance with plans and specifications to be furnished by the Board of Public Works.

3- No car or cars are to be operated upon said track herein authorized to be laid and maintained between the hours of Ten o'clock A. M. and Two o'clock P. M. and between the hours of Five o'clock and Eight o'clock P. M. of each day. No cars shall be operated at any time over and across the street herein designated unless one of the said Company's employees in charge of said car shall proceed said car to notify the public of its approach. Proper sign-boards shall be erected by said Company at said street stating the hours in which no switching will be done.

4- Said Company, its successors and assigns shall not at any time haul or allow to be hauled to exceed five (5) cars over and along any part of the track herein authorized to be laid and not at any greater speed than five miles per hour; and shall not load or unload any cars upon said track upon said street and shall not allow cars, loaded or unladen-

ed to stand upon said street.

5- It is further agreed that if said company fails to comply and conform to any of the provisions of section two, three and four of this contract, the consent, permission and authority herein granted shall at once terminate and said company shall forfeit all rights hereunder and shall cause the removal, at its own expense of all of the tracks that may be laid hereunder and place said street in as good and safe condition for travel and of the same material, as the remainder thereof are.

The rights, privileges and franchises hereby and herein given and granted shall be vested in the Pennsylvania Railroad Company, its successors and assigns for a period of twenty-five (25) years from the date hereof.

The said Company further agrees and binds itself, its successors and assigns, to keep and hold said City free and harmless from all liability from any and all damages that may accrue to any person or persons on account of injury to their person or property growing out of the construction and maintainance of said track, or from the operation of the cars thereon, and in case suit shall be filled against said City on account thereof, said Company, will defend said suits against said City and in the event that judgment is obtained against the City, the Company its successors and assigns, shall pay such sum together with all costs and hold the City harmless therefrom; said Company reserves, however, the right to contest said judgment to the Court of last resort.

It is further agreed and understood that if said Company, its successors and assigns does not occupy said street herein designated for the purpose herein provided within two years after the approval of this contract by the Common Council, then and in that case said Company, its successors and assigns, shall forfeit all rights and privileges herein granted, provided, however, that if said Company shall be prevented (from taking possession of said street) within the line herein stipulated by reason of a judgment by order of any Court, then and in that event said Board of Public Works may grant a reasonable extension of time.

WITNESS OUR HANDS and SEALS this 8th day of May, 1928.

CITY OF FORT WAYNE

By Wm. Beck

Tom Snook

William S. O'Rourke

Board of Public Works.

Attest: Agatha E. Diek
Clerk

PENNSYLVANIA RAILROAD COMPANY.

By Leanora Rose Ranors.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract heretofore entered into by and between the City of Fort Wayne, Indiana and the Pennsylvania Railroad Company as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Chester Hinton.

Done at the Council Chamber the 12th day of June, 1928. City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 12th day of June, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1420.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 15th day of June, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 15th day of June 1928,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1421.

An Ordinance approving a contract between the City of Fort Wayne by and through its Board of Public Works and John Dehner, Inc. for the dredging and grading of the channel and banks of the St. Mary's River, Maumee River and the St. Joe River in the City of Fort Wayne, Indiana.

Whereas the City of Fort Wayne by and through its Board of Public Works entered into a certain contract on the ___ day of May, 1928. with John Dehner, Inc., for the furnishing of all labor material, tools and equipment and the performance of all work necessary to the dredging and grading of the channel and banks of the St. Mary's River, Maumee River and the St. Joe River in the City of Fort Wayne, Indiana, which contract is in the following words and figures, to-wit:

AGREEMENT

THIS AGREEMENT made and entered into this 21st day of May, 1928. by and between the City of Fort Wayne by and through its Board of Public Works, as first party, and John Dehner, Inc. a corporation organized and operating under the laws of the State of Indiana, as second party, hereinafter designated the contractor.

WITNESSETH, That the said second party in consideration of agreements herein-after contained agrees to furnish all labor, materials, tools and equipment and to perform all work necessary to the dredging and grading of the channel and banks of the St. Mary's River, Maumee River and St. Joe River in the City of Fort Wayne, from the east line of Spy Run Avenue to the South line of Main Street as defined by the south line of the Columbia Avenue or Lake-side bridge in accordance with plans, profiles, cross-sections and specifications on file in the office of the Board of Public Works of the City of Fort Wayne, which by reference is hereby made a vital and integral part of this agreement as fully and completely as if herein written, and also in accordance with stakes for line and grade to be set by and in accordance with directions to be given by A. K. Hofer, Civil Engineer, employed by said first party or his duly authorized assistants,

The contractor further agrees to begin the performance of work herein contemplated and to prosecute said work with reasonable speed and diligence continuously until completed, and agrees further that he will complete all of the work contemplated by this agreement on or before the sixteenth (16th) day of November 1928, unless prevented by specific orders to the contrary by the said first party or its engineer, or unless prevented by acts of Providence, or unfavorable conditions of weather, in any of which event an extension of time corresponding to the delay shall be granted for each and every day of delay due in the opinion of the Engineer to any such excepted causes.

IN CONSIDERATION of the foregoing covenants and agreements on the part of the contractor, the first party agrees to, and hereby binds itself to pay to the contractor on completion of the entire work described in the plans, profiles and specifications above referred to, a sum equivalent to the total number of cubic yards of earth removed from the channel and banks of said rivers as shall be finally estimated and determined by said engineer, multiplied by the price of forty-eight and six-tenths cents (\$0.486) per cubic yard as submitted by the said contractor in his proposal to said first party on May 1, 1928, which proposal is by reference made a part of this contract; said total cost and payment to be made in four installments as follows; to-wit:

(1) First payment when one-fourth of the total estimated quantity of dredging has been completed satisfactorily as shall be determined by the aforesaid engineer.

(2) Second payment when one-half of the total estimated quantity of dredging has been completed satisfactorily as shall be determined by the aforesaid engineer.

(3) Third payment when three-fourths of the total estimated quantity of dredging has been completed satisfactorily as shall be determined by the aforesaid engineer.

(4) Final payment and estimate to be made when the entire work has been completed;

PROVIDED, however, that no partial payment shall be made that shall exceed eighty per cent of the value of the work completed in accordance with the engineer's estimate of quantity at the rate contained in the proposal of said contractor, the remaining twenty per cent of each of the partial payments shall accumulate and shall be paid at the date of final settlement.

It is understood that no assignment of this contract nor any rights hereunder or money becoming due second party shall be made without the written consent of the Board of Public Works and any assignment in violation of this provision will be considered and agreed as absolutely void.

It is further agreed that the acceptance of the work provided for in this contract of payment therefor shall not constitute a waiver on the part of the City of any of the provisions of contract, plans and specifications nor shall it release said second party or his surety upon the bond for the faithful performance or guaranty thereof nor shall the final acceptance of the work be prima facie evidence of the performance of any of the pro-

visions of this contract except to the extent of entitling said second party to receive the prices therefor.

The contractor agrees to pay any and all moneys due to any sub-contractor, material man or laborer on said work and the contractor and the surety on its liability bond shall be jointly and severally liable on such bond to such sub-contractor, material man and laborer for any moneys due or becoming due to them or either of them. The Board reserves the right in event any lien or claim is filed or that any work or material remains unpaid for, to hold from any sum due and owing second party a sum sufficient to pay any and all such liens and claims. The Board is to have power to refuse payments to the contractor until it has been satisfactorily assured that all such liens and claims have been paid and that all sub-contractors, material men and laborers have been fully paid for materials furnished or labor performed. The decision of the Board as to the sufficiency of the proof offered is to be final and binding.

It is further agreed by said contractor that he will take out and secure insurance under the laws of the State of Indiana insuring the payment of compensation to any of its workmen who may be injured in the performance of the work contemplated by this agreement and who may become entitled to the payment of compensation under the laws of the State of Indiana in such a way as to fully protect and save the first party harmless from any liability under the laws of the State of Indiana for the payment of workmen's compensation to any employee of the Contractor who may be so injured during the progress of said work; and shall give to said first party a Public Liability Bond, agreeing to indemnify the first party against any loss, damage, cost or expense by reason of any claim for damage that may be made by anyone against the first party arising of any act of negligence on the part of the contractor or its employees during the progress of such work, and will further furnish to the first party a bond in the sum of thirty thousand dollars (\$30,000.00) conditioned for the faithful performance of this contract on the part of the contractor.

It is furthermore mutually agreed by the parties hereto that said contractor shall furnish all materials, tools, labor and equipment and perform all the work herein contemplated without regard to the stage of the water in said rivers, and with the rollers in the Maumee Dam either raised or lowered; provided, however, that said contractor may construct and maintain in the channel of the St. Mary's River a temporary dam and structure to create a head of water in the condenser intake in said river leading to the City Light & Power Plant, as may be suitable and necessary for the efficient operation of said plant, to the approval and satisfaction of the Board of Public Works of said City. The construction and maintenance of such dam, and the removal therefrom after the completion of the work, shall be entirely at contractor's cost, and said contractor shall when the work herein contemplated is completed remove such temporary dam and leave the channel of said St. Mary's River in the same condition as it was prior to the placing of such temporary structure therein and the construction, maintenance and removal of such temporary structure shall be considered a part of the work herein contemplated, if such contractor chooses to construct, maintain and remove the same under this contract. If and when such dam is so constructed and maintained, first party is to raise the rollers of said Maumee Dam.

It is further agreed that the Contractor will clear the entire premises in which the dredging is to be done of all shrubs rubbish and obstruction as may be directed by the engineer, to enable the engineer to obtain accurate levels over the entire area previous to the beginning of dredging operations and that such levels shall be mutually accepted as final in the determination by the engineer of the quantities of earth removed and transported.

In Witness Whereof the parties have hereunto set their hands and seals the day and year first above written.

CITY OF FORT WAYNE.

By Wm. Beck.
Tom Snook
William S. O'Rourke
 Board of Public Works
 First Party.

JOHN DEHNER, INC.

By John Dehner, Sec. Treas.
 Second Party.

THIS AGREEMENT, Made and entered into this 22nd day of May 1928, by and between John Dehner, Inc. & Union Indemnity Co. The County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to complete the work according to the specifications attached to and made a part of this bond.

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the plans, profiles and specifications and bids for work herein specified are hereby made a part of this contract as fully and ef-

fectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same by the 22nd day of May, 1928. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF We, the foregoing named parties hereunto set our hands this 22nd day of May, 1928.

John Dehner, Inc.
By John Dehner, Sec. Treas.

Contractor, party of the first part.

This contract approved by us this _____ day of _____ 192__.
Wm. Beck } Board of Public Works
Tom Snook } Party of the Second part.
William S. O'Rourke }

Mayor.

LIABILITY BOND.

KNOW ALL MEN BY THESE PRESENTS, That we John Dehner, Inc. as principal and Union Indemnity Company as surety, are held and firmly bound to the City of Fort Wayne, Indiana in the sum of Thirty Thousand and 00/100 (\$ _____) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into to the 22nd day of May, 1928. with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the condition and stipulations therein contained, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 22nd day of May, 1928.

John Dehner, Inc. (SEAL)
John Dehner, Sec. Treas. (SEAL)
Union Indemnity Company.

By Attorney-in-fact

Approved this 22nd day of May, 1928.

Wm. Beck
Tom Snook
William S. O'Rourke

Board of Public Works.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the contract heretofore entered into on the _____ day of May, 1928 by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and John Dehner, Inc. as more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION That thos ordinance be in full force and effect on and after its passage and approval by the Mayor.

J. M. Stouder.

Done at the Council Chamber the 12th day June, 1928, Coty of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of June, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1421.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 15th day of June, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 15th day of June, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO 1422.

AN ORDINANCE authorizing the borrowing of one hundred thousand dollars (\$100,000.00) and the issue and sale of bonds therefor, for the purpose of providing funds for the payment of the necessar expense in connection with the separation of street grade crossings with steam railroads in the City of Fort Wayne, Indiana and appropriating to the Track Elevation Fund the same being Item 501, under the direction of the Board of Public Works therefor, the funds derived from the sale thereof.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1 That the City of Fort Wayne be and is hereby authorized to borrow one hundred thousand dollars (\$100,000.00) and issue and sell bonds of said City for the purpose of providing funds for the payment of the necessary expense in the separation of street grade crossing with steam railroads in the City of Fort Wayne, Indiana.

SECTION 2 That in order to procure said loan of money, the bonds of said City of Fort Wayne, be issued from time to time in such amounts as in the discretion of the Controller of said City city shall be found necessary for the purpose herein provided, and in the manner hereinafter provided. Said bonds shall be dated as of the date of their issue, in denominations of Five Hundred Dollars (\$500.00) or One Thousand Dollars (\$1,000.00) as such Controller shall deem best, with interest thereon at the rate of not to exceed four and one-half percent (4½c/6) per annum, payable semiannually, and evidenced by a coupon for such interest for each six months, and said interest coupons shall bear the lithographed facsimile signature of the Mayor and Controller of the City of Fort Wayne, which shall for all purposes be taken and deemed to be equivalent to a manual signing thereof. Said bonds shall be signed by the Mayor and Controller of said city and attested by the City Clerk of said city, and the seal of said city attached thereto, and to be designated as Series R-R, and numbered consecutively, beginning with No. 1, and to be known as Track Elevation Improvement Bonds. Each of said Bonds shall be issued for a period not to exceed ten years and each allotment so issued shall be in series so that at least one-tenth in principal of each allotment issued shall be paid and retired annually until the total issue shall have been retired. The bonds shall not be registered in the name of the purchaser or any subsequent purchaser thereof, but the City Controller at the time of issuing said bonds shall register the same in a book kept for that purpose, giving the number thereof, the date of the issue and the date of maturities, rate of interest, and time and place where the same shall be payable.

SECTION 3. Said bonds shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete bond before the issuance thereof.

No. _____

\$ _____

UNITED STATES OF AMERICA

ALLEN COUNTY INDIANA

CITY OF FORT WAYNE TRACK ELEVATION
IMPROVEMENT BONDS

Issue No. _____

Series R-R

For value received, the City of Fort Wayne, Allen County, State of Indiana, hereby promises to pay to the bearer hereof

_____ DOLLARS.

in lawful money of the United States of America on the _____ day of _____, 19____, with interest thereon at the rate of _____ per cent per annum, payable on the _____ day of _____, 19____, and thereafter semi-annually on the _____ day of June and December in each year until paid, upon the surrender and cancellation of the proper coupons hereto attached.

Both interest and principal of this bond are payable at
Bank of Fort Wayne, Indiana, in the
City of Fort Wayne, Indiana.

This bond is one of a total issue of _____ bonds of _____ Dollars (\$_____) each, numbered from One to _____, both inclusive, issued in pursuance to an ordinance duly and legally adopted by the Common Council of the City of Fort Wayne on the _____ day of _____, 19____, authorizing the issue and sale of said bonds, and in strict conformity with and in the exercise of the powers granted to said City of Fort Wayne under an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", approved March 6, 1905, and all acts amendatory thereof and supplemental thereto for the purpose of providing funds for the separation of street grade crossings with steam railroads in the City of Fort Wayne, Indiana.

It is hereby certified that all things and acts required by the laws of the State of Indiana and by ordinance and corporate action of the City of Fort Wayne and the Common Council thereof, pursuant to the issue of this bond have happened and have been duly

done and performed in the manner provided by law in and about the authorization, preparation, issue and complete execution of this bond; and it is certified that this bond and said total issue of bonds is within every limit of debt prescribed by the constitution and laws of the State of Indiana, and to the prompt payment of the principal and interest of this bond and said total issue of bonds when the same shall become due, the full faith and credit of said City of Fort Wayne, together with all the taxable property thereof, both real and personal, are irrevocably pledged.

IN WITNESS WHEREOF, the Common Council of the City of Fort Wayne has caused this bond to be signed by the Mayor and the City of Controller of the City of Fort Wayne, and attested by the City Clerk thereof, and the corporate seal of said City to be hereunto affixed, this _____ day of _____, 192____.

Mayor of the City of Fort Wayne.

Controller of the City of Fort Wayne.

ATTEST:

City Clerk.

Said coupons shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete coupon before the issuance thereof.

No. _____ \$ _____
On the _____ day of _____ 19____ Fort Wayne, Allen County, Indiana, will pay to the bearer at the Office of the Treasurer of the City of Fort Wayne, Indiana, in the City of Fort Wayne, Indiana, the sum of _____ Dollars, the same being the interest due on its Track Elevation Improvement Bond, bearing date of _____, 19____.

Mayor of the City of Fort Wayne.

Controller of the City of Fort Wayne.

SECTION 4. The City Controller shall manage and supervise the preparation, advertisement, negotiation and sale of said bonds, subject to the terms of this ordinance, which sale shall be by sealed bids for all of said bonds or parcels or allotments thereof, to the highest and best bidder for cash after three weeks' notice of the time and place of said sale shall have been given one time each week for three weeks in two newspapers representing opposite political parties, published in the English language in the City of Fort Wayne, Indiana. Such notice shall describe said bonds with such minuteness and particularity as the City Controller may see fit, and shall set forth the amount of the bonds to be sold, and the rate of interest they will bear, and that the bidder may bid for all or any part of said bonds, and the date of opening bids or proposals therefor, and the City Controller shall have the right to reject any and all bids. Each and every bid and proposal shall be presented to the City Controller sealed, and shall be accompanied by duly certified check upon some responsible bank in the City of Fort Wayne, Indiana, payable to the order of the City Treasurer of the City of Fort Wayne, Indiana, in a sum equal to two and one-half per cent ($2\frac{1}{2}\%$) of the face value bid, and the City Controller shall award said bonds as he shall see fit, in whole or any part thereof, to the highest and best bidder thereof, but said City Controller shall have the right to reject any bids or proposals or any part thereof, and shall have the right to accept a part of any bid or to award on any bid the whole or less number of the bonds covered by such bid, or he may in his judgment and discretion award a part of said bonds to one bidder and part to another, and these provisions shall apply in the case of reoffering and readvertising said bonds in case no bids are received and in case any bids for said bonds or any part thereof are rejected.

SECTION 5. Delivery of any bonds sold by said Controller shall be made at the office of the City Treasurer of the City of Fort Wayne upon the payment to the City Treasurer of the full purchase price and bid for said bonds as certified to said City Treasurer by said Controller, and in the event that said bidder fails or refuses to pay for said bonds within ten days after said sale, the same shall be treated as a breach of contract of his bid or proposal on account of which the deposit made by said bidder herein provided shall become the property of the said City as and for its damages.

SECTION 6. When said bonds shall have been signed as herein provided and paid for by said purchaser and delivered to the purchaser thereof, the same shall be and constitute the binding obligations of the City of Fort Wayne according to the tenor and effect thereof.

SECTION 7. The proceeds derived from the sale of said bonds as herein authorized shall be and are hereby appropriated to the Track Elevation Improvement Fund, the same being Item 501 under the Direction of the Board of Public Works for the sole use of said Board for the payment of the expense in and about the separation of street grade crossings with steam railroads in the City of Fort Wayne, Indiana, including the expense with the issue and sale of said bonds, and said proceeds shall be kept in a separate fund by the City Treasurer and paid out only on warrants drawn upon said fund by the City Controller for no other purposes than those herein set out, upon vouchers of the Board of Public Works of the City of Fort Wayne, Indiana, and said fund shall not be used for any other or different purpose.

SECTION 8. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor of the City of Fort Wayne,

Harry M. McMillen.

Done at the Council Chamber the 12th day of June, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of June, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1422

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk

Presented to the Mayor for approval on the 15th day of June, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 15th day of June, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO 1423.

An Ordinance ratifying and approving a contract between the City of Fort Wayne by and through its Board of Public Works and the Pennsylvania Railroad Company by and through F. V. Hamilton, its Vice-President for the separation of a Street Grade Crossing at Anthony Boulevard with the Tracks of the Pennsylvania Railroad Company.

Whereas, on the 21st day of May, 1928, the City of Fort Wayne, by and through its Mayor and Board of Public Works entered into a certain contract with the Pennsylvania Railroad Company by and through F. V. Hamilton, its Vice-President for the separation of the grade of Anthony Boulevard in said City with the grade of the Tracks of the Pennsylvania Railroad Company, which contract is in the following words and figures, to-wit:

THIS AGREEMENT, made this 21st day of May, 1928, by and between the City of Fort Wayne, Indiana, by and through its Mayor and Board of Public Works, hereinafter called the "City", and The Pennsylvania Railroad Company, lessee of and operating the railroad of the Pittsburg, Fort Wayne and Chicago Railway Company, hereinafter called the "Railroad", WITNESSETH:

WHEREAS, on December 3, 1914, the City passed a resolution declaring necessary the separation of the grades of Anthony Boulevard in said City of Fort Wayne with the grade of the tracks of the Railroad, and has taken the necessary legal proceedings subsequent thereto for the proper carrying out of the work contemplated by such resolution, and

WHEREAS, the City and the Railroad are in agreement as to the detailed plans and specifications for said work and the division of the cost thereof, and,

WHEREAS, the City is desirous that construction be begun immediately or in the near future, thus permitting an early completion of this grade separation.

NOW THEREFORE, in consideration of the prompt beginning of said construction by the Railroad and for the purpose of avoiding any legal proceeding of a mandatory nature, it is agreed between the parties hereto:

1. The City shall, by proper ordinance, approve and adopt the plan showing the profiles, grades and permanent elevations of said subway, marked "Exhibit A" attached hereto, and made a part of this agreement, said plan being No. 6877, dated February 29, 1928.

2. The City hereby covenants and agrees that after the completion of the work herein proposed, the Railroad shall not for any reason be required to raise its bridge nor to change the grade line or elevation of its tracks at the said Anthony Boulevard and for a distance of one thousand (1000) feet east and west thereof.

3. The City shall immediately, upon the execution of this agreement, take all legal steps necessary to close and vacate, without cost or expense to the Railroad, all that part of Winter Street lying between the south line of the right of way of the Railroad and a line parallel with and one hundred and sixteen (116) feet north-east thereof, said part of Winter Street being shown in red color on "Exhibit A", hereinbefore referred to.

4. If in the future necessity demands, the City shall have the right to construct at its sole expense, a pedestrian passage-way or under said tracks in the part of Winter Street to be vacated under Clause 3 of this agreement, without the payment of any damages to the Railroad therefor, but such passage-way, if constructed, shall be built according to plans approved by the Railroad.

5. The physical closing of Winter Street shall not be done until and when the grade crossing elimination at Anthony Boulevard shall have been completed and the public shall have the free and uninterrupted use of said Anthony Boulevard under the tracks of the Railroad.

6. In the event the City shall have vacated Winter Street and the Railroad fails to carry out its covenants and agreements herein contained and by reason thereof the City re-opens said Winter Street, the Railroad shall not be entitled to, nor shall it receive any damages by reason of such re-opening.

7. In the event the City shall be prevented from vacating Winter Street by any legal proceedings whatsoever, then this contract shall not be binding upon either party, and the right of said City shall not be lessened or diminished in any respect, but such rights shall be the same as if this contract had never been executed by said parties.

8. The Railroad shall begin said grade crossing work at Anthony Boulevard within thirty days after all legal proceedings required for the proper vacation of Winter Street shall have been completed by the City and shall prosecute said work to completion with due diligence and speed. No delays in the progress of said work shall be permitted except those due to the elements or to conditions over which the Railroad has no control.

9. The Railroad shall obtain bids, let contracts and supervise the raising of its tracks, the building of temporary trestles to carry tracks across the street and the construction of the subway, also the street excavation, paving and sidewalks from a point two hundred eight four (284) feet north of the center line of the eastbound main track of the Railroad measured along the center line of Anthony Boulevard, to a point opposite the southerly curb line of Green Street west, said point being two hundred ninety-nine (299) feet south of the center line of said eastbound track measured along the center line of Anthony Boulevard.

The City shall notify any telegraph, telephone, electric companies or any other public utility corporation of said grade separation, and take such action as may be necessary to require such companies or corporations to change their pipes, wire lines, etc. to conform to the changes herein outlined, at their own expense.

10. The cost of the work herein provided for shall be divided as follow:

Filling material used between the proposed street lines of Anthony Boulevard, and the placing of same, the building and later dismantling of temporary trestles to carry the Railroad tracks, all labor and materials used in the construction of the substruction and superstructure of the subway, and all street work within the limits of the bridge copings, including excavation, paving and sidewalks shall be known as joint work and the total costs of same shall be apportioned thirty-five (35c/o) to the City and sixty-five (65c/o) to the Railroad. Excepted therefrom are the costs incident to the lowering of the utilities as specified in Article 9 and the lowering of water lines owned by the Railroad and the City. The Railroad, at its sole cost and expense shall lower or other-wise take care of its water line which crosses said Anthony Boulevard, The City at its own sole cost and expense shall lower its city water main in Anthony Boulevard throughout the entire length of the work and between the northerly and southerly limits of same as set forth in Article 9.

All costs incident to the furnishing of filling material for the raising of tracks, except between the street lines as hereinbefore provided, and all costs incident to the raising of its tracks shall be apportioned 100c/o to the Railroad. All costs of street work, including property damages, between the northerly and southerly limits as set forth in Article 9, not assigned herein as "joint work" comprising excavation, paving, sidewalks and any other work deemed necessary by the City Engineer, shall be apportioned one hundred percent (100c/o) to the City of Fort Wayne.

The Railroad shall keep accurate records of the cost of the work. To the cost of work done by the Railroad's own forces, there shall be added to the actual cost of labor, ten percent (10c/o) to cover supervision and use of small tools, and to the cost of materials there shall be added fifteen percent (15c/o) to cover accounting and storage expense, but no percentage shall be added to any work performed under contract.

11. As soon as practicable after the first of each month during the progress of the work, and until final settlement is made, the railroad shall prepare and submit to the City, a statement showing in detail the quantities and cost of materials furnished and work done and other proper expenses incurred by its own forces or under contract for it, during the preceeding calendar month and the proportion of the total amount of such statement chargeable to each of the parties hereto. The City shall render voucher payable to the Railroad covering the City's portion of costs as set forth in such statement within ten days following the receipt thereof. Thereafter, if upon checking quantities and prices shown in monthly statement, any inaccuracies are found, the amount thereof as agreed between both parties shall be adjusted as soon as practicable in a subsequent voucher.

12. Upon the completion of the work, the Railroad shall prepare and submit to the City a final statement showing in detail the actual cost and expense incurred on account of said improvement. Such final statement shall be examined by the proper representatives of the City, and if found to be correct, shall be approved by them. For this purpose said representatives may examine the books, contracts and other records of the Railroad. As soon as practicable after the approval of said final statement, a final adjustment of accounts shall be made between the parties hereto, and payment promptly made of any net sums found to be due from either party to the other.

13. The City shall provide for the temporary closing of the streets upon which it may be necessary to stop public travel during the progress of the work, until its completion.

14. The City shall not be liable for any injuries to persons or property caused or occasioned by the negligence of the Railroad, their officers or employes, in the prosecution of the work herein provided for, nor shall the Railroad be liable for such injuries occasioned by the negligence of the City or any of its officers or agents.

15. After the completion of the work herein provided for, the City shall maintain, repair, and renew, or cause to be maintained, repaired or renewed at its sole cost and expense, all sewers, water pipes owned or controlled by the City, roadways, pavements and sidewalks within the northerly and southerly limits of the project as above outlined. The Railroad shall, at its own sole cost and expense, maintain, re-

pair and renew or cause to be maintained, repaired and renewed, the substructure of the subway, including abutments, piers and wings and the superstructure supporting its tracks over and across said subway.

IN WITNESS WHEREOF this agreement has been executed in duplicate by the respective proper officers of the parties hereto on the day and year first above written.

CITY OF FORT WAYNE, INDIANA.

By Wm. C. Geake
Mayor.
Wm. Beck
Tom Snook
William S. O'Rourke
Board of Public Works.

THE PENNSYLVANIA RAILROAD COMPANY,
lessee of and operating the railroad
of the Pittsburg, Fort Wayne and
Chicago Railway Company.

By F. V. Hamilton
Vice President.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That the contract heretofore entered into on the 21st day of May 1928, by and between the City of Fort Wayne, Indiana, by and through its Mayor and Board of Public Works and the Pennsylvania Railroad Company by and through F. V. Hamilton, its Vice-President, for the separation of the grade of Anthony Boulevard in the City of Fort Wayne with the grade of the Tracks of the Pennsylvania Railroad Company, which contract is more fully described in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Herman F. Gerdon.

Done at the Council Chamber the 12th day of June, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of June, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1423.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 15th day of June, 1928,

Leonard H. Ellenwood,
City Clerk.

Approved this 15th day of June, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1424.

An Ordinance authorizing the Board of Public Works to sell a certain discarded Backfiller from the Water Works Department.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Board of Public Works be and is hereby authorized to sell and dispose of one (1) discarded Backfiller from the Water Works Department. As the value of this Backfiller to be sold is not to exceed \$100.00, and in view of the amount not exceeding that sum, said Backfiller is to be sold without appraisement,

SECTION 2. That this Ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Edward H. Hunsaker.

Done at the Council Chamber the 26th day of June, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 26th day of June, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1424.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 28th day of June, 1928:

Leonard H. Ellenwood,
City Clerk.

Approved this 7th day of July 1928,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1425.

An Ordinance ratifying and approving a contract between the City of Fort Wayne by and through its Board of Public Safety and the Gamewell Company by and through L.E. Lowry, its District Sales Manager.

WHEREAS, heretofore on the 22nd day of May, 1928 the City of Fort Wayne, by and through its Board of Public Safety, entered into a certain contract with The Gamewell Company for the repair and reconstruction of fifty fire alarm boxes, which contract is in the following words and figures, towit:

417 South Dearborn Street
Chicago, Ill.
May 22, 1928.

TO THE CITY OF FORT WAYNE, INDIANA.

We respectfully propose and agree to furnish the following parts and devices for the reconstruction of fifty (50) existing fire alarm boxes into the latest improved Gamewell Ideal type positive non-interfering and successive fire alarm boxes.

Parts and Devices.

Fifty (50) Mechanisms each including -

train work designed for transmitting a complete fire alarm signal of four rounds and having a capacity to operate for 16 rounds at one operation of the pull lever, in the event of two or more boxes being operated simultaneously or nearly so. Main spring capacity of train work to be not less than 34 rounds.

Code wheels numbered as desired by the city.

Circuit breaker for opening and closing fire alarm circuit in response to code impulses.

Magnet coils and associated parts for accomplishing functions of non-interference and succession.

Protective shunt.

Cast iron receptacle with glass front for closing above parts.

Fifty (50) Terminal sets including:

Line terminals,
Line keys,
Silent test switches and coiles,
Lightning arrester plates and plugs,
Sunder and coils,
All assembled and wired on a porcelain block.

We agree to furnish and deliver the above equipment, F. O. B. Fort Wayne, Indiana for the net sum of \$3250.00, in cash and the return to us of the following parts:

Parts replaced by the parts herein specified.

18 - old style lightning arresters, tap keys and terminals in original condition.
18 - old style door shunts and test switches in original condition.

In Witness Whereof, The Gamewell Company, a Massachusetts Corporation, by its duly and delivered in its behalf; and the said City of Fort Wayne, Indiana, by its legally authorized representatives, has hereunto affixed its hand and seal this 22nd day of May, 1928, and hereby agrees to all of the conditions and specification hereinafter attached and written.

THE GAMEWELL COMPANY,
By L. E. Lowry
District Sales Manager,
Accepted by Board of Public Safety
Arno, C. Spiegel
Jacob Bill
Aug C. Borgman

Witnesses

BE IT ORDAINED BY THE Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the contract heretofore entered into on the 22nd day of May, 1928 by and betwen the City of Fort Wayne, by and between its board of Public Safety and the Gamewell Company by L. E. Lowry, its District Sales Manager for the repair and reconstruction of fifty fire alarm boxes as more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

Chester Hinton.

Done at the Council Chamber the 26th day of June, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of June, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1425.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 28th day of June, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 7th day of July, 1928,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1426.

An Ordinance approving a contract between the Austin Machinery Corporation, by and through Mr. Chas. W. Bradrick, Treasurer, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the purchase of one (1) Austin Trench Machine for the Water Works Department of said City.

WHEREAS, on the 25th day of April, 1928, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with the Austin Machinery Corporation, for the purchase of one (1) Trench Machine to be used in the Water Works Department of said City, which contract is in the following words and figures:

THIS AGREEMENT amde this 25th day of April, 1928, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and The Austin Machinery Corporation, of Muskegon, Michigan, party of the second part, WITNESSETH:

That in cinsideration of the mutual covenants herein contained, it is by the parties hereto agreed:

1. That party of the second part will furnish and deliver to the party of the first part, F.O.B. cars Fort Wayne, Indiana, one(1) Austin Trench Machine model #105, equipped with 5" x 6 $\frac{1}{4}$ " Waukesha Gas Engine, four cylinders, 58 H.P. at #1050 R.P.M., excavator boom to dig 10' deep and with 22" Buckets to cut 22", 26" and 30" wide all in accordance with specification #1001 which have been furnished first party and which by reference is made a part hereof.

2. Party of the second part agrees to furnish at its own expense an operator who shall superintend the unloading of the machine and instruct operator of the first party as to its proper operation. Party of the second part will furnish said man for not more than four (4) days, said time to begin on the day of his arrival at location of said machine.

If demonstrator is detained longer than four (4) days, through no fault of second party, first party is to pay for such extra time at the rate of Twelve (\$12.00) Dollars per day and expenses.

3. Machine shall be lettered as follows:

City of Fort Wayne, Water Works Department.

4. Payment of said machine to be made within thirty (30) days from date of arrival of machine, if found satisfactory.

5. Price and Terms. Six Thousand Six Hundred (\$6,600.00) Dollars, F.O.B. Fort Wayne, Indiana.

6. Machine to be shipped to party of the first part to their No. 2 Pumping Station, Fort Wayne, Indiana, New York Central Railroad Delivery.

7. Guarantee. Party of the second part guarantees this Machine to be of first class material and workmanship, to work properly, to demonstrate its ability to develop its rated working speeds, and to operate at its rated working ranges, with reasonable care and attention by a competent operator, and further guarantees this machine to do the work to the entire satisfaction of the party of the first part before its acceptance.

This machine must be examined by party of the first part on arrival, and all claims that the said Machine is defective or does not conform to the requirements of this proposal shall be and are waived unless within th rty (30) days after arrival of said machine on board cars at destination, party of the first part shall send to party of the second part at the Home Office in Muskegon, Michigan, by registered United States Mail, written notice to the contrary specifically stating any defect or inadequacy or other ground for its objection and all other objections shall be deemed waived. As to any objections so made, party of the second part shall have the right within a reasonable time to make such alterations on said Machine as party of the second part may consider necessary to meet such objection, and party of the first part shall render necessary and friendly assistance in making such alterations and in operating said Machine.

These express warranties and guarantees exclude all implied warranties or guarantees except as to ownership. For breach of warranty as to ownership or as to capacity, second party shall in no event be liable to an amount exceeding the amount paid on such Machine. Any part proving defective within three (3) months will be repaired or replaced without charge by second party upon receipt of part showing defect. Party of the second part shall be liable for damages by reason of latent defects, to the refunding of money paid or replacement of parts as hereinbefore expressly provided.

This contract shall be valid and binding upon first party only when and if ratified by the Common Council of the City of Fort Wayne, Indiana.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, the day and date hereabove written.

CITY OF FORT WAYNE, INDIANA.

By Wm. Beck

Tom Snook

William S. O'Rourke

ITS BOARD OF PUBLIC WORKS.

ATTEST:

Geo. G. Waldrop.

SECY. FT. WAYNE WATER WORKS DEPT.

AUSTIN MACHINERY CORPORATION.

By Chas. W. Bradwick

Treasurer.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, In Indiana, that the contract heretofore entered into on the 25th day of April, 1928, between the City of Fort Wayne, by and through its Board of Public Works, and the Austin Machinery Corporation, by and through Mr. Chas. W. Bradwick, Treasurer, for the purchase of one (1) Trench Machine to be used in the Water Works Department of said City, as fully set forth in the preamble hereto, by and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

S. Harry Fisher

Done at the Council Chamber the 10th day of July, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of July, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1426.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 10th day of July, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 12th day of July 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO.1427.

AN ORDINANCE authorizing the conveyance of certain real estate owned by the City of Fort Wayne and authorizing the donation of the sum of Thirty Thousand Dollars (\$30,000.00) to the Armory Board of the State of Indiana.

WHEREAS, The City of Fort Wayne is the owner of the tract of real estate hereinafter described, which is not now of use to said City and which tract is now found to be and declared to be of no present use to the City but which it has been hoped by the citizens and officials of the City might be used as a location for an appropriate memorial building available for public use, but which character of building the City has no available means of building; and,

WHEREAS, there are agencies, which if able to procure the real estate are able and willing to procure to be placed thereon at an early date a building adequate in size and appropriate in design as a memorial to the patriotic people of this City to be used and controlled by the State of Indiana as an armory and which will also be available to the City as a community center and public assembly place, such building not to be erected at the cost of this City, and,

WHEREAS, by the contribution of the sum of Thirty Thousand Dollars (\$30,000.00) to the Armory Board of the State of Indiana, as by statute is authorized, the City can aid materially in the obtaining of said armory and memorial and the proper equipment of the same, and,

WHEREAS, as by statute required in such cases, the said real estate has been appraised at the sum of Thirty Thousand Dollars (\$30,000.00) by three disinterested free holders of the City of Fort Wayne, Allen County, Indiana, who were appointed by the Judge of the Allen Circuit Court, Indiana, and,

WHEREAS, _____ HAS made a bid for said real estate in the sum of Thirty Thousand Dollars (\$30,000.00) and has agreed to procure a contract for the erection, without cost to the City of Fort Wayne, of a National Guard Armory, under the control of the State of Indiana, which will also stand as a memorial and be available for use as a community center and place of public assemblage for the people of the City, at a cost of not less than One Hundred Thousand Dollars, (\$100,000.00), all to the lasting benefit of the City and its citizens.

NOW, THEREFORE: Section 1 - Be it ordained by the Common Council of the City of Fort Wayne, that the following described real estate situated in the City of Fort Wayne, County of Allen and State of Indiana and now owned by said City of Fort Wayne, to-wit: The South two hundred and fifty (250) feet of the north three hundred and twenty-five (325) feet of Lot No. Six (6) in Eliza Hanna, Senior's Subdivision to the City of Fort Wayne, be sold for the sum of Thirty Thousand Dollars (\$30,000.00) and that the proper officials of the City shall obtain and furnish proper abstracts of title for the same, and upon receipt of said purchase price as herein ordained, shall execute and deliver a deed of conveyance of the same to _____ :

Section 2- That there is hereby appropriated and donated to the Armory Board of the State of Indiana the sum of Thirty Thousand Dollars (\$30,000.00) to be used by said Board in procuring to be placed on the real estate herein ordered to be sold and properly equipped, a National Guard Armory and Memorial Building appropriate and usable as a community center and place of public assemblage.

Section 3- That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

Ralph Clark

Walter L. Curdes

Chester Hinton

A. C. Pape

M. L. Burns

A. C. Voelker

Harry M. McMillen

3. Harry Fisher

Edw. H. Fisher

Herman F. Gerdorn

Harry F. Zimmerman.

Done at the Council Chamber the 10th day of July, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of July, 1948, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1427.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 10th day of July, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 12th day of July 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1428.

An Ordinance ordering the improvement of St. Mary's Avenue from Breck Street to the New York, Chicago and St. Louis Railroad.

Whereas, heretofore on the 10th day of April, 1928, the Board of Public Works of the City of Fort Wayne adopted a resolution deeming it necessary to improve the sidewalk on the west side of St. Mary's Avenue from Breck Street to the New York, Chicago and St. Louis Railroad by grading to a width of ten (10) feet and paving with cement to a width of five (5) feet as set forth in said resolution so adopted by the Board of Public Works of the city above referred to; and,

Whereas, on the 2nd day of May, 1928, a majority of the resident free-holders upon that portion of St. Mary's Avenue between Breck Street and the New York, Chicago and St. Louis Railroad filed with the Board of Public Works a remonstrance signed by them against the making of such improvement; Therefore.

Section 1. A necessity existing therefor that the sidewalk on the west side of St. Mary's Avenue from Breck Street to the New York, Chicago and St. Louis Railroad be, and the same is hereby ordered improved in accordance with the resolution above referred to and adopted by the Board of Public Works on April 10, 1928, and in accordance with the provisions of an act entitled, "An act concerning Municipal Corporations", passed by the General Assembly at the 64th Session thereof.

Section 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

J. A. Liggett.

Done at the Council Chamber the 10th day of July, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of July, 1928, by a majority vote of all members, elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1428.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 10th day of July, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 12th day of July, 1928,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1429

An Ordinance fixing the tax levy for the City purpose for the year 1929.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana. that a levy of seventy-one (.71) cents upon each One Hundred (\$100.00) Dollars of the assessed valuation of all property within the corporate limits of said City, be, and the same is hereby made for the year 1929, same to be divided as follows:

General Appropriation Fund	.5435
Bonds & Interest	.03
Track Elevation	.0025
River Improvement & Flood Prevention	.02
City Plan Commission	.004
Police Pension	.01
Fire Pension	.01
Park General	.06
Park Playgrounds	.01
Park Tree Preservation	.005
Park Aviation Field Purchase & Improvement	.005
Park Sinking Fund	.01
Total	<u>.71</u>

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of two (\$2.00) Dollars during said year of 1929.

Section 3. That all taxes shall be collected in semiannual installments.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

A. O. Pape.

Done at the Council Chamber the 25th day of August, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of August, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1429.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 4th day of September, 1928.

Leonard H. Ellenwood

Approved this 5th day of September, 1928,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1430.

An Ordinance approving a contract between the City of Fort Wayne, by and through its Board of Public Works, and the Indiana Service Corporation for the construction, maintainance and operation of a standard single track and two side tracks to replace a single track now existing across North Clinton Street between Elizabeth Street and Jacobs Avenue in the City of Fort Wayne,

WHEREAS, heretofore on the 24th day of June, 1928, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with the Indiana Service Corporation for the construction, maintainance and operation of a standard single track and two side tracks, replacing the single track now in existence across North Clinton Street, between Elizabeth Street and Jacobs Avenue in the City of Fort Wayne, Indiana, which contract is in the words and figures following, to-wit:

WHEREAS, the INDIANA SERVICE CORPORATION is now the owner of and operating a system of street railway in the City of Fort Wayne, Indiana, for the purpose of furnishing street car service to the inhabitants of said City, and is desirous of constructing, maintaining, operating and using additional railway tracks, together with all appliances and appurtenances thereto as a part of said system, and which addition to its system are reasonably necessary in order to provide adequate service and facilities to its patrons, and for the conduct of its business and for the public convenience, interest and safety, by the construction maintenance and operation of a standard single track and two side tracks, one siding to connect the New York Central Railway and one siding to connect to the property of the Home Telephone and Telegraph Company across North Clinton Street, at a point where said Service Corporation's right-of-way intersects said North Clinton Street between Elizabeth Street and Jacobs Avenue, to replace the single track now existing across said North Clinton Street, and also, for the improvement, betterment and safety of its service as more specifically hereinafter set forth, and in accordance with the plans and specifications therefor on file with the Board of Public Works of said City.

NOW THEREFORE, this agreement made and entered into this 24th day of July, 1928, by and between the City of Fort Wayne, Indiana, hereinafter called the "City" by and through its Board of Public Works, and Indiana Service Corporation, a corporation organized and existing under the laws of the State of Indiana, hereinafter called the "Company", WITNESSETH:

That for and in consideration of the several and mutual covenants herein contained, it is hereby agreed by and between said parties as follows:

1. The City, by and through its Board of Public Works, in and by virtue of the power and authority granted by law to said Board, does hereby give and grant to the Company, its successors and assigns, subject to the conditions hereinafter expressed, permission and authority from and after the approval of this contract by the Common Council of said city by ordinance, to construct, maintain, use and operate a standard single track and two side tracks in the City of Fort Wayne, Allen County, Indiana as follows:

On and across North Clinton Street at a point where the said Service Corporation right-of way intersects said North Clinton Street between Elizabeth Street and Jacobs Ave., connecting its said tracks with the New York Central Railway and into the property of the Home Telephone and Telegraph Company and connecting the said Service Corporation's tracks west of said New York Central Railway together with all necessary poles, wires, feed wires, guy wires, guy stubs, anchors and other fixtures and appurtenances pertaining thereto. Said tracks crossing any street or alley shall be at grade with said street or alley. All grades to be given by the City Engineer.

2. The permission and authority hereby granted are upon the following terms and conditions; which terms and conditions the Company hereby expressly covenants and agrees for itself, its successors and assigns to fully carry out and perform.

(A) The work of constructing said single track and sidings and other fixtures and appliances shall be done and performed in accordance with said specifications so filed with the Board of Public Works, and to the satisfaction of said Board. The top of rails of all tracks laid under this franchise shall conform to the grade of the surface of the street pavement as now laid or which may hereafter be constructed.

(B) The construction of said tracks shall be carried on with the least possible inconvenience to vehicular traffic.

(C) The Company, its successors and assigns, hereby expressly agrees to and shall forever indemnify and save harmless the said City against and from all damages, judgments, decrees, cost and expenses which the City may suffer, or which may be recovered or obtained against it by reason of or growing out of or resulting in any way from the execution of this contract, the passage of the ordinance ratifying the same, or the constructing, maintaining or operation of the system of railway herein provided for, or the exercise by the Company, its servants or agents, of the rights, privileges, limitations, condition and the agreements, stipulations or requirements herein contained, and agrees to pay said City any such damages, judgments, decrees,

costs and expense which it may hereby or thereby suffer, and in any suit brought by the City for recovery of any such damages, costs or expenses it shall be entitled to recover in addition thereto reasonable attorney fees.

(D) The Company agrees to complete the construction of said double track system of railway herein above described on or before the 31 day of December, 1928. All of said tracks and the necessary curves shall be laid under the supervision of and on lines designated by and with the approval of the City Engineer of said City.

(E) Said Company agrees to pave or cause to be paved the said portion of said street between the outer rail of said tracks for a space of twelve (12) inches on the outside of said outer rails with vitrified paving brick on a concrete foundation, in all things under and in accordance with specifications to be approved by said Board of Public Works, and to the approval and to be acceptable to said Board, and hereafter to maintain and repair said portion of said street pavement in the manner of and at such times Board may require, and said Company further agrees to repave said portion of said street when and as often as the remaining portions of said street are paved by said City, provided, however, that said Company shall not be required to pave, repave or maintain said portion of said street with any more expensive material than the remaining portions are or may be hereafter paved with.

(F) Said Company shall keep said tracks in good condition at all times, so that vehicles can easily and freely at all times cross said tracks at all points in any direction without unreasonable interference or obstruction.

(G) Until the happening of the contingency set forth in Section H hereof the said Company in the enjoyment of its rights hereunder shall in all things be governed and controlled by all the limitations, conditions agreements, stipulations and requirements and have the same rights, privileges and duties as are contained in an ordinance of said City of Fort Wayne, granting a franchise to the Fort Wayne Traction Company September 2, 1902, except as modified by existing or future laws and all laws amendatory thereof and supplemental thereto, and except in so far as the same are not in conflict with the rights and duties of the Company under or growing out of said laws, and except as to raise to be charged for its service and as to the time of expiration of the grant and which said limitations, agreements, conditions, stipulations and requirements of said ordinance shall be exercised, kept and performed by the Company, its successors and assigns, and in so far as the same do not so conflict and are not so modified as aforesaid.

(H) If an act of the General Assembly of the State of Indiana known as the Shively-Spencer Utility Commission Act, passed at its session of 1913, and contained in the acts of the General Assembly of Indiana for the year 1913, on page 167, should be repealed or annulled either by such General Assembly or by court action, the Company in the enjoyment of its rights hereunder shall in all things be governed and controlled by all the conditions, agreements, stipulations and requirements of, and have the same rights and privileges and duties as are contained in an ordinance passed by the City of Fort Wayne September 2, 1902, except as to rates to be charged for its service, and except as to the time of expiration of grant, As to the part of the system herein provided for the rate or rates for services shall at all times be the same as the rates charged for service of the remaining portion of its system generally, and the same agreements, stipulations and requirements in said ordinance, except as to rates and expiration of grant as above provided, shall be kept and performed by said corporation, its successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

INDIANA SERVICE CORPORATION
By Robert M. Feustel
President.

Attest:

Fred H. Schmidt
Secretary.

BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE.

By Wm. Beck
Tom Snook
William S. O'Rourke

Attest:

Agatha E. Diek
Secretary.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the contract heretofore entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the Indiana Service Corporation by and through its President, providing for the construction, maintainance and operation of a standard single track and two side tracks replacing the single track now existing across North Clinton Street between Elizabeth Street and Jacobs Avenue in the city of Fort Wayne, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Done at the Council Chamber the 25th day of August, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of August, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1430.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 4th day of September, 1928.

Leonard H. Ellenwood, City Clerk.

Approved this 5th day of September, 1928.

Wm. C. Geake. Mayor.

GENERAL ORDINANCE NO 1431.

An Ordinance amending Section 1 of General Ordinance #1410 being "An Ordinance regulating traffic," passed April 10, 1928.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That Section 1 of General Ordinance #1410 being an ordinance regulating traffic, passed April 10, 1928, be amended to read as follows:

SECTION That on and after May 1, 1928, it shall be unlawful for any person, firm or corporation to drive, operate or direct the movement of any vehicle or cause or permit any vehicle to be driven, operated or its movements directed from and upon any intersecting street, alley or driveway into and upon Rudisill Boulevard, Fairfield Avenue South from the South line of Main Street, Washington Boulevard from Swinney Park to the East line of Harmer Street, Maumee Avenue from the West line of Harmer Street to its eastern terminus and Lake Avenue, or to enter upon any of said streets, avenues or boulevards without first bringing such vehicle to a complete stop, and shall not, at any time, enter said streets, avenues or boulevards from any intersecting street, alley or driveway, after making such complete stop, in any manner as to directly or indirectly interfere with or interrupt the traffic upon said street, avenue, or boulevard and in no event when any automobile is approaching any intersecting street, alley or driveway upon said Rudisill Boulevard, Fairfield Avenue South from the South line of Main Street, Washington Boulevard from Swinney Park to the East line of Harmer Street, Maumee Avenue from the West Line of Harmer Street to its Eastern terminus and Lake Avenue within twenty-five feet from such intersecting street, alley, or driveway; provided, however that all such intersections where semaphore lights are stationed, that such person, firm or corporation shall govern the operation of said vehicles according to the semaphore light control.

SECTION 2. That this ordinance be in full force and take effect on and after its approval by the Mayor.

Louis S. C. Schroeder.

Done at the Council Chamber the 11th day of September, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of September, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1431.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 14th day of September, 1928.

Leonard H. Ellenwood.
City Clerk.

Approved this 24th day of September, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1432.

An Ordinance prohibiting the sale of raw milk skimmed milk, cream and raw milk products, in the City of Fort Wayne.

Section 1- Be it ordained by the Common Council of the City of Fort Wayne, that it shall be unlawful for any person, firm or corporation to sell, barter, exchange or give away or have in his or its possession with intent so to do, within the corporate limits of the city of Fort Wayne, any raw milk, skimmed milk, raw cream or raw milk products.

Section 2- That section No. 10. of General Ordinance No. 1092 is hereby repealed and also any ordinance or parts of ordinances in conflict herewith.

Section 3- That any person, firm or corporation found guilty of violation of any section of this ordinance, shall upon conviction be fined in any sum not less than ten dollars and not more than fifty dollars.

Section 4 That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor and its legal publication.

Chester Hinton

Done at the Council Chamber the 11th day of September, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 11th day of September, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1432.

Ben. F. Bennett,
President

Leonard H. Ellenwood,
City Clerk

Presented to the Mayor for approval on the 14th day of September, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this _____ day of _____ 19____

Mayor.

GENERAL ORDINANCE NO. 1433.

An Ordinance approving a contract between the City of Fort Wayne by and through its Board of Public Works and the General Electric Company, for the purchase of an electric generator to be used in the Municipal Light Plant.

Whereas, The City of Fort Wayne by and through its Board of Public Works entered into a certain contract on the 11th day of September, 1928, with the General Electric Company for the purchase of an electric generator to be used in the Municipal Light Plant, which contract is in the following words and figures, to wit:

CONTRACT

This agreement made and entered into this 11th day of September, 1928, by and between the General Electric Company, of the County of Schenectady, State of New York, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH; That the party of the first part covenants and agrees to furnish and pay for all of the work, material and apparatus, tools and labor necessary for the construction, delivery and erection where specified, of the work, materials and apparatus as covered by the following named divisions of certain specifications and proposals, which specifications and proposals are on file in the office of said Board of Public Works and which by reference are made a part of this contract, to wit:

Division No. 1-One 7500 K.W. steam turbine generating unit with generator, air cooler and accessories, delivered and erected, all of which work, material and apparatus is to be in accordance with said specifications and proposal, supplemented by the detailed equipment specifications of the General Electric Company, all of which latter specifications are also made a part of this contract as fully and effectively as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, Indiana, as follows, to wit:

One hundred and five thousand nine hundred and eighteen dollars and no cents (\$105,918.00).

Payments are to be made in accordance with paragraph No. 18 (Estimates) of the said General Specifications. Final Payment will be made not more than ninety (90) days after delivery of equipment.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City of Fort Wayne, Indiana, unless and until it shall have first been approved by the Common Council of said City.

CITY OF FORT WAYNE, INDIANA
By Wm. Beck
Tom Snook
William S. O'Rourke
Board of Public Works.

GENERAL ELECTRIC COMPANY,
By R. D. Truex
Assist. Magr. Central Station Dept.

Contractor, Party of first part.
(Seal)

Wm. C. Geake,
MAYOR.

Approved as to form and Legality
By _____

Attest: Agatha E. Diek
Sec'y.

Approved by :The Froehlich and Emery Engineering Co.
By F. H. Froehlich.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the contract heretofore entered into on the 11th day of September, 1928, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the General Electric Company, for the purchase of an electric generator to be used in the Municipal Light Plant, as more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

A. O. Pape.

Done at the Council Chamber the 25th day of September, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana,
at a regular meeting, held on the 25th day of September, 1928, by a majority vote of
all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1433

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 4th day of October, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 5th day of October, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1434.

An Ordinance extending the City Limits, annexing certain territory to the City of Fort Wayne, Indiana, and making the same a part of the First Ward.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1 That the territorial limits of the City of Fort Wayne, Indiana, be and the same are hereby extended as follows: That part of the Northwest Quarter of Section 6, Township 30 North, Range 13, (Adams Township) lying east of the east line of South Kensington Park Addition; south of Lake Avenue; west of the center section line of Section 6; and north of the Maumee River, and that when so extended the territory embraced within said boundaries be and the same is hereby added to the First Ward of said City.

SECTION 2. That this ordinance shall be in full force and effect upon and after its passage and approval by the Mayor and its legal publication.

J. M. Stouder.

Done at the Council Chamber the 9th day of October, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 9th day of October, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1434.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 11th day of October, 1928,

Leonard H. Ellenwood,
City Clerk.

Approved this 11th day of October, 1928,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1437

An Ordinance transferring Three thousand (\$3,000.00) dollars from item 111, being Street and Alley Repairs, Supplies and Materials, to item 125, being Bridges, Material and Supplies, all under the direction of the Board of Public Works.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the sum of Three thousand (\$3,000.00) dollars be transferred from item 111, same being Street and Alley Repairs, Material and Supplies, to item 125, same being Bridges, Material and Supplies, all under the direction of the Board of Public Works.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Approved November 13, 1928.

A. C. McCoy
City Controller.

A. O. Pape.

Done at the Council Chamber the 27th day of November, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of November, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1437.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 6th day of December, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 7th day of December, 1928.

Wm. C. Geake
Mayor.

Not Approved by the Mayor.

GENERAL ORDINANCE NO.1435.

An Ordinance transferring and vesting in the Department of Public Parks of the City of Fort Wayne, Indiana, the control and management of certain portions of the raised earthen banks, sloping outer sides and terraces of the City's Water Works Reservoir, located in the tract of land lying between Clinton Street and Lafayette Street from Creighton Avenue to Suttentfield Street, and authorizing the Board of Park Commissioners to maintain the same in their proper conditions.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Board of Park Commissioners be and is hereby authorized and empowered to have control and management of all that portion of the earthen raised banks, sloping outer sides and terraces of the City's Water Works Reservoir located on the tract of land owned by the City lying between Clinton Street and Lafayette Street from Creighton Avenue to Suttentfield Street.

SECTION 2. It is understood that the Board of Park Commissioners in taking control and management of the outer surface of the earthen portions of the raised banks, sloping sides and the terraces of this reservoir, said Board shall be reimbursed by the Water Works Department to the extent of any moneys they actually expend for labor and material furnished in maintaining the earthen slopes, sodding the same and keeping the grassy surface sprinkled and cut when necessary.

SECTION 3. As the above mentioned Reservoir is controlled by the Water Works Department of the City and the said department not being equipped with the needful implements for this special service and the Park Board being in charge of all the grounds surrounding the reservoir, the cost of maintaining and beautifying the slopes and terraces of this reservoir will be at the expense of the Water Works Department and paid by said department upon presentation of certified bills presented by the Park Department for the up-keep of its outside earthen surface.

SECTION 4. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Herman F. Gerdon
M. L. Burns.

Done at the Council Chamber the 13th day of November, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 13th day of November, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO.1435.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 17th day of November, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this _____ day of November, 1928.

Mayor.

GENERAL ORDINANCE NO. 146.

AN ORDINANCE.

Establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of building; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This ordinance, and ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928.

Be it ordained by the Common Council of the City of Fort Wayne;

SECTION 1. INTERPRETATION; PURPOSE.

In interpreting and applying the provision of this ordinance such provision shall in every instance be held to be the minimum requirements adopted to conserve the value of property in the City, to secure adequate light, air, convenience of access and safety from fire and other dangers, to lessen or avoid congestion in the public streets and otherwise to promote public health, safety, comfort, morals, convenience and general welfare.

SECTION 2. DEFINITIONS.

Certain words in this ordinance are defined for the purposes thereof (unless there is express provision excluding such construction or the subject matter or context is repugnant thereto) as follows:

(a) Words used in the present tense include the future; the singular number includes the plural and the plural includes the singular; the word "building" includes the word "structure"; the word "shall" is mandatory. With reference to use of buildings or premises the word "used" or the word "occupied" shall be construed as if followed by "or intended, or arranged to be used or occupied." With reference to the erection of buildings, the word "erected" shall be construed as if followed by "or altered, enlarged, arranged, intended or designed." The word "use" means the purpose for which a building or premises is or may be occupied. In the classification of uses a "use" may be a use as commonly understood or the name of an occupation, business, activity or operation carried on, or intended to be carried on, in a building or premises, or the name of a building, place or thing which name indicates the use or intended use.

(b) AUXILIARY USE OR BUILDING - Is a use or building which does not alter the character of the premises with respect to their principal use and which is established after and is customarily incidental and accessory to the principal use of a building or premises located on the same premises with such principal use.

A name plate on the exterior door of a dwelling or two-family house; inscriptions in masonry or on a metal tablet on an apartment building, hotel, public or quasi public building; an un-illuminated identification card or sign not in excess of one square foot in area in a window or on a tablet attached to and flat against a building announcing the existence of any conforming use in such building are auxiliary uses.

Customary indoor home occupations, office of a physician, dentist, or other professional person, in a dwelling or apartment conducted by members of the household residing therein, without window display; renting of not more than two rooms in a dwelling or in an apartment of a two-family house, dining room or restaurant, cigar, confectionery, flower or news stand, beauty parlor, barber shop, ball room in a hotel, without exterior or window display and without public access except from or through the lobby; private dining hall, dormitory, printing press, student laboratory or work-shop, playground in connection with a school or college; recreation or service building in a public park or playground or auxiliary uses.

Private garage or private stable in connection with a dwelling or two-family house; community garages in connection with an apartment building or hotel; auxiliary garage as defined in paragraph (g) of this Section in connection with any use except a dwelling, two-family house, apartment building or hotel are auxiliary uses.

Necessary and customary out-building or structure which will not annoy the owner of adjacent property or do damage thereto; and a news or refreshment stand in a railway station with no public access except from within the station are auxiliary uses.

(c) BLOCK - is that property abutting on one side of a street and lying between the two nearest intersecting or intercepting streets, or nearest intersecting or intercepting street and railroad right-of-way or waterway.

(d) DWELLING, TWO-FAMILY HOUSE - A dwelling is a detached house used exclusively as a home or residence of a single family.

A two-family house is a building used as a residence of two families living independent of each other, a building commonly known as a duplex house, or a two-apartment building, or a double house; a building consisting of two one-family houses separated by a party wall.

(e) FAMILY - Is any number of individuals living, sleeping, cooking and eating on the premises as a single housekeeping unit, but shall not include a group of more than five individuals not related by blood or marriage.

(f) GRADE - The finished grade of premises improved by a building is the elevation of the surface of the ground adjoining the building. The established grade is the elevation of the sidewalk at the property line as fixed by the City. Where the finished grade is below the level of the established grade, the established grade shall be used for all purposes of this ordinance.

(g) GARAGE - A public garage is a building or premises used for the storage

of motor vehicles for hire or reward, where minor repairs may be made.

An auxiliary garage is an auxiliary building located on the rear one-half of the premises and having a ground area not in excess of 15 percent of the area of such premises and which may be used for the storage of commercial or passenger automobiles operated in connection with the principal use of such premises.

A private garage is an auxiliary building with ground area not in excess of 10 percent of the area of the premises upon which it is located, as an auxiliary use to a dwelling or two-family house, and which is used for the storage on the ground floor of passenger automobiles owned and devoted to the private use of the occupants of the same premises. A use as a private stable shall be subject to the same ground area and private use regulations for the purposes of this ordinance as those pertaining to a private garage.

Community garages are a group of three or more private garages occupying collectively not to exceed 15 per cent of the area of the premises upon which they are located as auxiliary uses to an apartment building or hotel, each garage being not in excess of 200 square feet in area and whether the private garages are separated by partitions or not, provided such garages are located on the rear half of the premises and further provided that there are not more than two vehicle entrances aggregating not more than 20 feet in width on a public street.

(h) HEIGHT OF BUILDING - Is the vertical distance measured, in the case of flat roofs, from the mean level of the established grade to the under side of the ceiling beams of the uppermost story nearest the street, and in the case of a pitched roof making an angle not greater than 45 degrees with the horizontal, from the mean level of such grade to the top of the enclosing walls, exclusive of gables. The height of chimneys, flues, cooling towers, fire towers, church spires, belfries, pitched roofs of not greater pitch than 45 degrees and dormer and gables thereon, water tanks or towers, stacks, elevator bulkheads and pent houses, gas holders, stage towers and scenery lofts, but not coal bins, holders, bunker or similar structures is not limited by this definition. Without adding to the height of a building as defined herein a parapet wall and finials solely for ornament and without windows may be erected. Such parapet wall may extend above the uppermost ceiling not to exceed 10 per cent of the height of the building as herein defined, but may extend 5 feet in any case. Where a roof exceeds 45 degrees pitch height of a building shall be calculated from the mean level of the underside of the rafters.

(i) LOT - Is a parcel of land or premises occupied by one building with its usual auxiliary buildings and uses, including such open spaces as are arranged and designed to be used in connection with such buildings. A corner lot shall be deemed to be a property which has an area not in excess of 6,000 square feet, and which abuts on two intersecting streets making an angle on the lot side of not greater than 120 degrees, to be determined in the case of curved lot frontages by the intersection of the tangents erected at the intersection of the lot and street lines. The side street line of a corner lot shall not exceed 120 feet in length nor shall the front street line exceed 50 feet in length.

(j) NON-CONFORMING USE - Is a use or building which does not comply with the regulations of the district or part thereof in which it is situated. A non-conforming use of a building designed for such use, whether the building is vacant, or occupied from time to time for the same or for different purposes, within the same use class, without major structural changes, and so long as the building is tenable, is deemed to be a continuous use. A non-conforming use of a building, or part thereof, which is designed as a conforming building, if vacated from any cause, is deemed to have been discontinued. A sign or device of any description on the same premises with and announcing the existence of, or advertising a non-conforming use, the replacement of any non-conforming advertising sign after it has been removed, any use auxiliary to a non-conforming use, the extension of a non-conforming building or storage yard, the structural alteration or remodeling of a non-conforming use during any 5 year period to the extent of 50 per cent of the value of the structure, are non-conforming uses. A non-conforming use is more restricted than another use if it is included in the class that in arrangement in this ordinance precedes the class in which such non-conforming use is included; and the classes in order of precedence are A, B, D, C, E1, E2, E3, and E4, hereinafter enumerated.

(k) PUBLIC SPACE - Is a park playground or open square under the jurisdiction of Federal, State, County or Municipal government.

(l) STREET LINE - Is the dividing line between a street and the lot. The front street line generally is the street line which has the least dimension, or which is at the opposite end of the lot from an alley, or upon which the front walls of buildings face, (in unusual cases the front street line shall be determined by the board of zoning appeals as provided by Section 14, Paragraph (f) of this ordinance). Interior lots extending through to and fronting on two streets, and triangular corner lots shall be deemed to have two front street lines.

(m) STREET WALL - Is that wall or part of a wall of a building, or the wall, posts or columns of a porch or other structure, nearest to the most nearly parallel with the street, extending more than 4 feet above the finished grade.

(n) VOLUME OF BUILDING OR ANY PART THEREOF is the content in cubic feet of that space between the grade used in determining the height of the building and the ceiling of the uppermost story of a flat-roofed building or part thereof, and the top of the enclosing walls of a pitched roof building or part thereof, and shall also include scenery lofts and other storage spaces, bays, covered ways, covered porches, or other spaces not open to the sky, and courts or parts thereof not opening on rear yards or thoroughfares or public spaces. The volume of a building shall not include elevator bulkheads and pent houses, water tanks, cornices, belt courses, parapets, chimneys, architectural finials, spires on churches, spaces above enclosing walls enclosed by pitched roofs and dormers and gables thereon; provided that where a roof exceeds 45 degrees pitch the excess space shall be included in the volume. No court except an open court unobstructed from a rear yard or street or alley or public space by walls for its full width shall be excluded from the volume of a building. An offset court opening on an open court but having a building wall between the offset

court and a rear yard, thoroughfare or public place, or that part of a court not open to the sky, shall not be within the definition of an open court or a part of an open court, and shall be included as a part of the volume of a building.

(o) YARD - Is a continuous open space required by this ordinance along the side or rear of a building on the same lot, starting at the ground level. A cornice or belt courses projecting not more than 1½ feet into the rear yard or 6 inches into a side yard shall not be regarded as reducing the width or depth of a yard. REAR YARD is a yard across the full width of the lot extending from the rear line of the building to the rear of the lot, and may contain auxiliary buildings not over 2 stories high erected after the principal building is erected. SIDE YARD is a yard extending from the rear yard, or from the rear lot line where no rear yard is required to the front lot line between the building and the side line other than a street line of the lot.

SECTION 3. DISTRICTS DEFINED.

For the purpose of classifying and regulating the location of trades, callings, industries, commercial enterprises and the location of buildings; designed for specified industrial, business, residential, and other uses, and for the purpose of regulating the height and size of buildings, the size of yards and other open spaces surrounding such buildings and for the purpose of establishing building lines, the City of Fort Wayne, is hereby divided into six classes of districts; (1) A districts, (2) B districts, (3) C Districts, (4) D districts, (5) E districts, and (6) F districts; as shown on the zoning map which accompanies this ordinance. The said map, consisting of six separate parts all of which are sections of the same map covering the entire territory of the City, and the chart upon one of them containing the explanation of symbols and indications which appear on said map, are hereby made a part of this ordinance. The districts designated on said map are hereby established. No building shall be erected nor shall buildings or premises be used except in conformity with the provisions of this ordinance in the district in which such building or premises is or are located. No lot area shall be so reduced or diminished nor shall a building be so enlarged that the volume of the building shall be greater or the open spaces smaller than hereinafter prescribed. The open spaces required for a particular building shall not be included as a part of the required lot or yard of any other building.

SECTION 4. A DISTRICT.

(a) In an A district no building or premises shall be used nor shall any building be erected to be used except for Class A uses and auxiliary uses and auxiliary uses thereto as defined by Section 2 (b), or special uses exclusively as hereinafter provided. Class B, C, D, and E uses shall not be established in an A district.

(b) CLASS A USES DEFINED: For the purposes of this ordinance, Class A uses are hereby defined as uses designed for and permitted in A districts and conforming to the provisions relating to such districts; and all A uses are further defined as follows:

A Use - Shall include every use as a:

1. Dwelling;
2. Golf or country club, or other private club excepting a club the chief activity of which is a service customarily carried on as a business, church, convent, parish house, public recreation building, community center building, university, music school, public school, juvenile dancing school, or a private or boarding school or college except such schools or colleges as are hereinafter enumerated, and in connection with any such club, church, convent, parish house, recreation or community center building, university, school or college one unlighted sign not in excess of 6 square feet in area announcing the existence of such use.
3. Public Park, public playground;
4. Tree or plant nursery, farm, truck garden, greenhouse (unless such greenhouse is operated as a retail business and provided no building is located within 15 feet of any lot line);
5. Railway right-of-way or passenger station not including yard tracks or industrial tracks;
6. Unlighted sign not in excess of 6 square feet in area offering the premises upon it is located for sale or for rent.

(c) USE LIMITATIONS: In an A district no building shall be erected or used for any use except a dwelling or greenhouse unless such building or use is located:

- On premises adjoining or across a street or alley from a railway right-of-way;
- Or on the same street and adjoining premises or directly across a street from premises where there exists a conforming building devoted to a use other than a dwelling;
- Or at the intersection of two streets diagonally or directly across a street from a corner lot upon which is maintained a conforming use other than a dwelling;
- Or adjoining on the same street or immediately across a street from a district other than A district;
- Or in a block in which there are no dwellings.

(d) LOT AREA: The area of the lot required for each separate dwelling shall be not less than 6,000 square feet, and no dwelling shall hereafter be erected upon a lot which is less in area than 6,000 square feet; provided that this regulation shall not be construed so as to prevent the erection of one dwelling on any vacant lot which was separately owned, or on any numbered lot in an allotment which was recorded prior to the time of the passage of this ordinance even though such lot is less in area than 6,000 square feet.

(e) SIDE YARD: There shall be a side yard on each side of every building. The narrower side yard shall be not less in width than five feet, to which shall be added one foot for each ten feet in the height of the building in excess of 20 feet, and the total width of both side yards shall be not less than 25 per cent of the mean width of the lot but need not be more than 15 feet in any case. Spaces or rooms, exempt from the volume of a building by definition, are not regarded by this paragraph as additional height. The side building line on a corner lot may be regarded as a side yard.

(f) REAR YARD: There shall be a rear yard for every building the depth of which,

including any portion used for auxiliary buildings, shall not be less than 25 per cent of the mean depth of the lot, but need not be more in any case than 25 feet. A rear yard may be occupied by auxiliary building whose aggregate area shall not exceed 15 per cent of the area of the lot.

(g) HEIGHT: At any street line no building or part thereof shall exceed a height of 30 feet. For each one foot that a building or portion of it sets back from any street line, such building or such portion thereof along such street may be erected two feet in height in excess of the 30 feet.

(h) VOLUME: The aggregate volume in cubic feet of all buildings on a lot, exclusive of the ground story of a private garage, and the ground story of other auxiliary building, shall not exceed the area of the lot in square feet multiplied by 10, or by 14 in the case of a corner lot.

(i) ALLEY SETBACK: No building or portion thereof shall be erected nearer the center line of an alley than eight feet.

(j) CORNER VISIBILITY: No fence, wall, hedge or other planting or other obstruction to vision, extending in excess of four feet above the established grade shall be erected or maintained on that part of a corner lot that is included between the lines of intersecting streets and a line intersecting them at points of 15 feet distant from the intersection of the street lines.

(k) NON-CONFORMING USE: A non-conforming use existing at the time of the passage of this ordinance may be continued, but if discontinued shall not be renewed. A non-conforming use shall not be changed unless changed to a more restricted use; provided, however, that a non-conforming storage yard, E3 or an E4 use hereinafter defined shall not be changed except to a conforming use.

(l) BUILDING LINE: Building lines are required as provided by Section 11 of this ordinance.

SECTION 5, B DISTRICT.

(a) In a B district no building or premises shall be used nor shall a building be erected to be used except for class A or B uses, and auxiliary uses thereto as defined by Section 2 (b), or special uses exclusively as hereinafter provided. Class C, D and E uses shall not be established in a B district.

(b) USES DEFINED: For the purposes of this ordinance, Class B uses are hereby defined as uses, other than Class A uses, designed for and permitted in B districts and conforming to the provisions relating to such districts; and all B uses are further defined as follows:

B Use - Shall include every use as a:

1. Two-family house;
2. Public library, public museum, public art gallery, hospital or sanitarium, an eleemosynary institution except as otherwise classified, and in connection with any such library, museum, art gallery, hospital or sanitarium or institution one unlighted sign not in excess of 6 square feet in area announcing the existence of such use.

(c) LOT AREA: The area of the lot required for each separate dwelling or two-family house shall not be less than 4,000 square feet, and no dwelling or two-family house shall hereafter be erected upon a lot which is less in area than 4,000 square feet; provided that this regulation shall not be construed so as to prevent the erection of one such building on any vacant lot which was separately owned or any numbered lot in an allotment which was recorded prior to the time of the passage of this ordinance even though such lot is less in area than 4,000 square feet.

(d) OTHER PROVISIONS: The provisions of Section 4 (A districts) paragraphs (e), (f), (g), (h), (i), (j) and (k) pertaining to side yards, rear yards, height, volume, alley setback, corner visibility and non-conforming uses shall apply.

(e) BUILDING LINES: Building lines are required as provided by Section 11 of this ordinance.

SECTION 6. C DISTRICT.

(a) In a C district no building or premises shall be used nor shall a building be erected to be used except for Class A, B or C uses and auxiliary uses thereto as defined by Section 2 (b), or special uses exclusively as hereinafter provided; but B uses shall not be included in the uses permitted in a C district which is entirely surrounded by A districts. Class D and E uses shall not be established in a C district.

(b) USES DEFINED: For the purposes of this ordinance, Class C uses are hereby defined as uses, other than Class A and B uses, designed for and permitted in C districts and conforming to the provisions relating to such districts; and all C uses are further defined as follows:

C Use - Shall include, and in connection therewith window signs and a sign flat against the building below the top of the enclosing walls announcing its existence, provided no operation is of such a nature as to become offensive or noxious by reason of the emission of odors, fumes or gases, dust, smoke or noise, every use as a:

1. Financial institution;
2. Gasoline (automobile) filling station;
3. Greenhouse operated as a retail business;
4. Ice distributing station from which wagon or truck deliveries are not made;
5. Office;
6. Public or private institutions, except an institution otherwise classified;
7. Restaurant, theater, dance hall, operated for purposes of private profit;
8. Retail store, retail trade, vocation profession, or shop for custom work or the making of articles to be sold at retail on the premises to the residents of the neighborhood, but not including E uses hereinafter enumerated;

9. School for dancing except as hereinbefore classified; business college, trade or vocational school other than an E use; horseback riding school.

(c) SIDE YARD: The side yard provisions of A district, Section 4, paragraph (d), shall apply to premises occupied by an A or B use. In connection with a C use a side yard not less in width than 5 feet, to which shall be added one foot for each 10 feet in the height of the building in excess of 20 feet, shall be required along that side of a lot which adjoins an A or B district.

(d) OTHER PROVISIONS: The provisions of Section 4, (A district) paragraphs (f), (g), (h), (i), (j) and (k) pertaining to rear yard, height, volume, alley setback, corner visibility and non-conforming uses shall apply.

(e) BUILDING LINES: Building lines are required as provided by Section 11 of this ordinance.

SECTION 7 . D DISTRICT.

(a) In a D district no building or premises shall be used nor shall any building be erected to be used except for Class A, B or D uses, and auxiliary uses thereto as defined by Section 2 (b), or special uses exclusively as hereinafter provided. Class C and E uses shall not be established in a D district.

(b) USES DEFINED: For the purposes of this ordinance, Class D uses are hereby defined as uses, other than Class A or B uses, designed for and permitted in D districts and conforming to the provisions relating to such districts, and all D uses are further defined as follows:

D Use - Shall include every use as a:

1. Apartment building;
2. Boarding house or lodging house;
3. Hotel which is maintained within the limitations in D districts imposed thereon by this ordinance, and in connection therewith an unlighted sign not in excess of six square feet in area, flat against the building below the top of the enclosing walls, announcing the existence of such hotel.

(c) SIDE YARD: There shall be a side yard on one side of every building. The side yard shall be not less in width than 4 feet, to which shall be added one foot for each 10 feet in the height of the building in excess of 20 feet. Where a side line of a lot adjoins an A or B district the required side yard shall be along that side line.

(d) REAR YARD: There shall be a rear yard for every building the depth of which, including any portion used for auxiliary buildings, shall be not less than 15 per cent of the mean depth of the lot, but need not be more in any case than 20 feet. Where the alley adjoins the rear lot line the depth of the rear yard may be measured from the center line of such alley.

(e) Height: At any street line no building or any part thereof shall exceed a height of 50 feet. For each one foot that a building or portion of it sets back from any street line, such building or portion thereof may be erected 2 feet in height in excess of 50 feet.

(f) VOLUME: The aggregate volume in cubic feet of all building on a lot, exclusive of the ground story of a private garage or community garages and the ground story of other auxiliary buildings, shall not exceed the area of the lot in square feet multiplied by 24 or by 30 in the case of a corner lot.

(g) OTHER PROVISIONS: The provisions of Section 4, (A districts) paragraphs (i), (j) and (k) pertaining to Alley Setback, corner visibility and non-conforming uses shall apply.

(h) BUILDING LINES: Building lines are required as provided by Section 11 of this ordinance.

SECTION 8 E DISTRICT.

(a) In a E district no building or premises shall be used nor shall a building be erected to be used except for uses hereinbefore enumerated or E or special uses, enumerated in Section 10 of this ordinance, exclusively; provided, however, that where any other valid ordinance of the City of Fort Wayne, prohibits the establishment or operation of any E use hereinafter enumerated, the provisions of such ordinances shall take precedence over this ordinance.

(b) USES DEFINED: For the purposes of this ordinance, E uses are hereby defined as uses, other than Class A, B, C, or D uses, designed for and permitted in E districts and conforming to the provisions relating to such districts; and all E uses are further defined and classified as E1, E2, E3 or E4 in paragraphs (c), (d), (e) and (f) of this section.

(c) E1 Use - shall include, provided no operation is of such a nature as to become or noxious by reason of the emission of odors, fumes or gases, dust, smoke or noise, every use as:

1. Armory or arsenal, except where ammunition is manufactured;
2. Billiard room, bowling alley, skating rink for purposes of private profit;
3. Billboard, sign board, advertising, announcement or name sign or moving advertising device unlighted or initially illuminated or illuminated by projectors, whether or not any such use is on the same premises as the activity announced, advertised or stated thereon, except a sign which is defined in Section 2 of this ordinance as an auxiliary use of which is classified as an A, B, C or D use;
4. Convention hall;
5. Public passenger automobile garage or repair shop; automobile parts or tire repair or vulcanizing shop; automobile laundry; truck garage other than an auxiliary use;
6. Railroad freight station, or storage, team loading or unloading track or private track; provided that the handling of materials, products or articles at such

station or track shall be subject to the general restrictions and conditions which apply to E1 uses;

7. Storage, packing, labeling, consigning or warehouse;
8. Wholesale sales office, sample room or warehouse;
9. Undertaking parlor;

An E1 use shall also include every use not otherwise classified, provided all materials and products are stored and all manufacturing operations are carried on entirely within substantial buildings completely enclosed with walls and roof, if so conducted that such use could occupy space in a building generally housing more than one manufacturing use and customarily called a loft building, without serious annoyance or injury to other usual occupants or without affecting by reason of noxious odors, fumes or gases or excessive dust, noise, vibrations or danger, a business or other activity which may be carried on within the same building, and provided no operations are of such nature as to become offensive or noxious to the occupants of adjoining residence or apartment uses by reason of the emission of odors, fumes or gases, dust, smoke, noise, or vibrations; and E1 uses shall include such uses as:

10. Carpenter shop whether or not the product is sold at retail on the premises, but not including planing mill;
11. Cigar, cigarette or smoking tobacco manufacturing;
12. Clay or glass articles manufacturing, provided no individual kiln capacity exceeds 200 cubic feet and no kiln is fired except by oil, gas or electricity;
13. Cotton, wool, felt, flax, hair, hem, leather, paper, cardboard, cork, rubber, fur, feather, horn, bone, shell, celluloid, fiber articles manufacturing, or the manufacturing of articles from similar materials;
14. Ink manufacturing not including the preparation of linseed or resin oils;
15. Metal working, assembling, machine work, other than by processes or operations which are disagreeable or annoying from any cause; casting of aluminum, babbitt, lead, brass, bronze, white metal, for the manufacturing of metal products, provided no metals are melted except in melting pot, the capacity of which does not exceed 500 pounds or in electric furnace, the capacity of which does not exceed 500 pounds, and further provided no power vibrating chippers or riveters are employed; sheet metal, pipe, tin, copper, brass workers' or wagon shop, whether or not the product or service is sold at retail on the premises;
16. Paint or enamel blending including only such operations as do not emit noxious odors, gases or fumes, painting, enameling, japanning, lacquering, oiling, staining or varnishing shop, whether or not the product or service is sold at retail on the premises;
17. Pharmaceutical products, toilet preparations, patent or proprietary medicines, or baking powder manufacturing, provided no toxic or corrosive fumes, offensive odors or dust are permitted to escape from the building;
18. Printing of a periodical, job printing, book binding, lithographing, engraving;
19. Rubber products manufacturing from Para, plantation or non-illsmelling African rubbers, and in which sulphur chloride is not used;
20. Storage in warehouse of materials or products; storage in underground tanks of oils, petroleum or inflammable fluids in quantities and under conditions permitted by other ordinances;
21. Wholesale products salesroom or market.

(3) E2 USE - No E2 use, or part thereof, together with auxiliary uses there of shall be established in that part of an E district which is nearer at any point to an A, B or D district than 125 feet. An E2 use shall include, provided no operations are of such a nature as to become offensive or noxious to the occupants of adjoining premises devoted to or adapted for other uses, by reason of the emission of odors, fumes or gases, dust, smoke or noise, every such use as:

1. Above ground tanks for the storage of inflammable fluids in quantities not greater than 3,000 cubic feet, except as prohibited or otherwise regulated by other ordinances, storage in bulk or in yard or shed of products or materials or articles manufactured or in the process of manufacture, (except as otherwise classified), which do not emit dust, gas or odors of a disagreeable or annoying nature; scrap iron, metal or junk yard; storage and baling of scrap paper or rags; worn out motor vehicles;
2. Bleaching and dyeing of yarns, textiles or felt, provided no sulphur colors or materials which create offensive odors are used;
3. Brewery; distilled liquors or spirits manufacturing;
4. Cement products such as concrete blocks and garden furniture manufacturing;
5. Clay, glass or shale products manufacturing including the refining or blending of the raw materials;
6. Custom dyeing or cleaning, clothes cleaning, steam cleaning, carpet cleaning, commercial laundry;
7. Food products, beverages, confections manufacturing, preparation, compounding, baking, canning, packing or bottling, including the grinding, cooking, roasting, preserving, drying, smoking or curing of meats, fruits or vegetables, except a use otherwise classified; feed manufacturing except from refuse, offal or tankage;
8. Fuel distributing station from which coal, coke, wood or similar fuel is sold at retail and where all fuel is unloaded from carriers and loaded upon carriers and stored entirely within substantial enclosed buildings, provided the operation of such station is carried on without the emission of dust or noise;
9. Ice manufacturing, quantity storage of ice for purposes of sale by wagon or truck delivery;
10. Paper or strawboard manufacturing from waste paper stock or pulp board;
11. Poultry killing, packing, or storage for purpose of sale at wholesale;

12. Railroad freight, storage or classification yard; railroad shop or roundhouse;

13. Soap manufacturing from refined oils or fats, provided competent condensers or other appliances shall be operated where necessary to comply with the definition or the intended definition of an E2 use, and excepting the use of low grade greases, oils or tallow or other ingredients which emit of noxious odors;

14. Stable for the housing of more than 4 horses or cows, livery or boarding or sales stable, veterinary hospital; dog pound;

15. Stone, marble or granite grinding, dressing or cutting, but not crushing; monument works;

16. Varnish or enamel manufacturing from balsam gums, copal, or sugar and turpentine, alcohol or benzine and other ingredients which do not emit disagreeable or noxious fumes or gases;

(e) E3 USE. No E3 use, or part thereof, together with auxiliary uses thereto, shall be established in that part of an E district which is nearer to an A, B, C, or D district than 400 feet nor nearer to an F district than 125 feet. E3 use shall include provided competent dust collecting, condensing or other appliances are employed where necessary to prevent the emission of dust, gas, smoke, noise, fumes, or odors to such an extent as to affect the health, safety, comfort, morals or welfare of occupants of premises located not farther from such use than 400 feet, every such use as:

1. Bone grinding from soft bone; carpet beating;

2. Chalk, graphite, emery, corundum, carborundum, whiting, mercury salts, white lead, red lead, zinc salts, lithophone, plaster, pumice or talc products manufacturing from the dry materials, or the manufacturing of product from other dust producing materials; pumice stone grinding or refining; lithopone, white lead, red lead, whiting manufacturing;

3. Chewing tobacco or snuff manufacturing;

4. Coal distillation, including derivation of such products as gas, ammonia or coal tar;

5. Coffee roasting or manufacturing of coffee substitutes where roasting of cereals is done;

6. Dyes manufacturing from coal tar derivatives; dying of yarn, textile or felt except a use otherwise classified;

7. Foundry compound or parting sand manufacturing;

8. Fuel gas or illuminating gas manufacture or purification; fuel gas or illuminating gas storage or the storage above ground of other inflammable fluids except as otherwise classified;

9. Fuel pocket, tipple, trestle, dump or yard, wholesale or retail;

10. Grain elevator;

11. Linseed oil, or similar oils, manufacturing, boiling or refining;

12. Linoleum, oil cloth, printers ink manufacture, lacquer, except a use otherwise classified;

13. Live stock corrals or pens; stock yards; abattoir;

14. Metal fabricating processes or assembling where snap riveting is done, or where processes creating noises permitted in the general definition of an E3 use are carried on; forging, melting, heating or casting of metal or their alloys, employing all processes, except a use, otherwise classified; rolling or blooming mill; nail, tack or rivet manufacturing where heading or cutting machines are employed, wiremill, pipe, boiler, locomotive works;

15. Paper manufacturing, except as otherwise classified;

16. Planing mill; cooperage plant; furniture, wood boxes, basket material manufacturing;

17. Rubber products manufacturing from Para, plantation or non-ill-smelling African rubbers, in which sulphur chloride is used;

18. Salt manufacturing;

19. Shoddy or shoddy felt manufacturing;

20. Stone crushing and screening, stone grinding, cutting or buffing not otherwise classified; stone quarry;

21. Tallow, grease, lard or fat rendering or refining, except from refuse or rancid fats; sausage casing, gut strings or similar products manufacturing;

22. Varnish or enamel manufacturing if animal glues or shellac are used as ingredients; shellac refining; soya bean oil, or china wood oil manufacturing or refining;

23. Vinegar, or yeast manufacturing;

24. Wood distillation;

(f) E4 USE. No E4 use hereinafter defined, or part thereof, shall be established nearer to an A, B, C, or D district than 1,000 feet, nor nearer to an F district than 500 feet. An E4 use shall include all E uses which are excluded by general definition or by enumeration from the E1, E2 and E3 classes of uses; and shall include, subject to the provisions of paragraph (a) of this section, every such use as:

1. Asphalt or creosote manufacturing or refining; asphalt or similar preservative coating or impregnation of fibre materials or wood where heat is applied;

2. Chlorine disinfectants, insecticides or bleaching powder manufacturing; electrolysis of brine; cattle or sheep did manufacturing;

3. Cottonseed oil, or similar oils, manufacturing, boiling or refining;

4. Fertilizer manufacturing from organic matter or minerals;

5. Fish curing, cooking, or smoking or canning, fish oil manufacturing or refining;

6. Gun powder, nitroglycerine, picric acid or other explosive manufacturing or storage;

7. Glue, size or gelatine manufacturing, where the processes include the refining or recovery of products from fish or animal refuse or offal;

8. Grain drying or poultry feed manufacturing from refuse mash from breweries or from refuse grain;

9. Hydrochloric, nitric, sulphuric or sulphurous acid manufacturing;
 10. Incineration, distillation, drying, cooking, rendering, reduction or storage, of garbage, slaughter house refuse and rancid fats, offal refuse, refuse dead animals or other refuse;

11. Petroleum or kerosene refining or distillation or derivation of by products;

12. Portland slag, or natural cement, lime or plaster of paris manufacturing; gypsum refining;

13. Refuse grain, fermented refuse grain, bones distillation; animal or bone black manufacturing.

14. Rubber products manufacturing from or refining of illsmelling African or similar rubbers;

15. Soap manufacturing except a use otherwise classified; smelting or refining of such metals or their alloys as aluminum, iron, lead, steel, tin, zinc, from the ores; ore or slag pile;

16. Starch, dextrine, or glucose manufacturing, sugar refining;

17. Tanning of hides or pelts; storage, curing or cleaning of raw hides or pelts; wool scouring, washing of hair from tanneries, or from slaughter houses, washing of feathers or similar operations;

(g) SIDE YARD: There shall be a side yard along the side line of a lot which adjoins an A or B district. The dimensions of such side yard shall be not less than the minimum side yard dimensions required in such districts.

(h) REAR YARD: There shall be a rear yard across the rear of a lot which adjoins, or which is across an alley from an A, B, C or D district. The dimensions of such rear yard shall be not less than the rear yard dimension required by this ordinance in such districts.

(i) HEIGHT: At any street line no building or part thereof shall exceed a height of 75 feet. For each foot that a building or portion of it sets back from any street line, such building or such portion thereof may be erected 3 feet in height in excess of 75 feet.

(j) VOLUME: The aggregate volume in cubic feet of all building on a lot shall not exceed the area of the lot in square feet multiplied by 65, or by 75 in case of a corner lot.

(k) TOWER: If the area of a building is so reduced that above the height and volume limits as hereinbefore defined it covers in the aggregate not more than 20 per cent of the area of the premises, that portion of the building above such height shall be accepted from such hereinbefore defined height and volume limit regulations. The aggregate volume in cubic feet of all such portions of the building shall not exceed one tenth of the volume of such building as permitted by this ordinance on the premises upon which such building is erected; provided that for each one per cent of the width of the lot on the street line that the street wall above the street line height limit is greater in length than 40 percent of the width of the lot, such wall shall be erected not nearer to such street line than one foot; and further provided that for each 5 feet in height that any such portion of the building is erected above the street line height limit, such portion of the building shall be set back one foot from all lines of adjacent premises.

(l) ALLEY SETBACK: For each one foot that a building or portion of it is distant from the center line of any alley, such building or such portion thereof shall be erected nearer to the center line of an alley than 8 feet, provided these regulations shall not be applied along that part of an alley for the 60 feet of its length nearest the street which the alley intersects. Where premises or any portion thereof abut on an alley directly across such alley from a railroad right-of way, public space or cemetery, or which abut on the end of what is commonly known as a blind alley, the provisions pertaining to distance of a building or part thereof from the center line of an alley shall not apply for such premises or such portion thereof.

(m) NONCONFORMING USE: A nonconforming use existing at the time of the passage of this ordinance may be continued but if discontinued shall not be renewed. A nonconforming use shall not be changed unless it is changed to a more restricted use.

(n) BUILDING LINES: Building lines are required as provided by Section 11, Paragraph (f), of this ordinance.

SECTION 9 F DISTRICT.

(a) In an F district no building or premises shall be used nor shall a building be erected to be used except for Class A, B, C, and D uses and E1 subdivision of Class E uses enumerated in Section 8, (c) or special uses, enumerated in Section 10 of this ordinance, exclusively. In an F district no building or premises shall be used nor shall a building be erected to be used for an E2, E3, or E4 use as hereinbefore defined.

(b) HEIGHT: At any street line no building or part thereof shall exceed a height of 150 feet. For each one foot that a building or portion of it sets back from any street line, such building or such portion thereof may be erected three feet in height in excess of 150 feet.

(c) VOLUME: The aggregate volume in cubic feet of all buildings on a lot shall not exceed the area of the lot in square feet multiplied by 125 or by 150 in the case of a corner lot.

(d) OTHER PROVISIONS: The provisions of Section 8, (Edistricts), paragraphs (k), (l) and (m), pertaining to tower, alley setback and nonconforming use shall apply.

(e) EXCEPTIONS: The volume and height restrictions of Section 9 shall not apply to any proposed building complete plans for which shall have been filed in the office of the building inspector on or before December 1st, 1928; whether a

building permit for such proposed building shall have been issued or not.

For the purpose of this exception such plans shall be deemed complete if they include a complete plan of the foundation and general bearing structure of the proposed building and show the complete shape, contour and general exterior thereof.

SECTION 10. SPECIAL USES.

(a) USES DEFINED: For the purpose of this ordinance all special uses are classified as follows:

1. Aviation field; hangar; cemetery; boat house; race track; baseball park, except a public playground, amusement park;
2. Circus, carnival, carousal, open air or tent show, or similar use;
3. Hospital or sanitarium for the care of contagious diseases or incurable patients; institution for the care of the insane or feeble minded, penal or correctional institution;
4. Oil, gas or salt water well.
5. Police or fire station;
6. Public service, public utility or institutional water reservoir, filtration plant, or pumping station, light, heat or power plant, except an auxiliary use, electric station or sub-station; telephone exchange; street car barn;
7. Refuse dump;
8. Sewage disposal or treatment plant.

(b) LIMITATIONS: A special use of the extension of an existing special use and auxiliary uses thereto may be located in an E or F district or, in specific cases as shall be determined by the Board of Zoning Appeals, after public hearing, in an A, B, C, or D district,

SECTION 11. BUILDING LINES.

(a) No building shall be erected or altered in an A, B, C or D District, or as provided by paragraph (f) of this section in an E or F district except in such manner as to conform to the provisions of this section.

(b) WHEN FIXED BY LOT DEPTH: In an A, B, and C districts no building shall be erected whose street wall is nearer the front street line than a distance equal to 20 per cent of the average depth of the lots in a block except as hereinafter provided: and no building shall be erected whose street wall is nearer to the side street line than 5 feet. In a D district no building shall be erected whose street wall is nearer to the front street line than a distance equal to 15 per cent of the average depth of the lots in a block except as hereinafter provided.

(c) WHEN FIXED BY EXISTING BUILDING: Where an A, B, or C district in a block is occupied or partially occupied by a building or buildings which existed at the time of the passage of this ordinance, the average of the distances from the street line of the front street walls of such building or buildings shall be the established building line; where this average distance exceeds that required by paragraph (b) of this provisions of said paragraph shall apply.

(d) WHEN ESTABLISHED: The building line in any block shall be deemed to be established upon the issuance of a permit for the first building to be erected in such block after the passage of this ordinance. If such first building replaces or is intended to replace an existing building on the lot, such lot shall be regarded as though vacant for the purpose of establishing the building line.

(e) HOW DETERMINED BY EXISTING BUILDING: The average of the distances of street walls of buildings from the street line shall be determined by multiplying the width of each lot at the front line by the distance back from the front line of the nearest part of the front wall of the building located thereon, whether it extends across the entire lot or not, adding together these products and dividing this sum by the total of the frontage of all such occupied lots. The existing auxiliary buildings, garages, or cottages wholly on the rear one-half of lots, temporary buildings, fences, billboards, retaining walls, steps, balustrades, or similar existing structures and vacant lots shall not be considered in computing such average.

(f) REAR PART OF SIDE LINE: Along the side street line of a corner lot in single ownership at the time of the passage of this ordinance in an A, B, C, or D district which street line is in the same block with a lot or lots whose street is in the front line, no building shall be erected whose street wall is nearer the street on the rear 15 feet of such corner lot than the established building line in the block. The provision of this paragraph shall apply also to any street line in an E or F district which is in the same block with an A, B, C or D district.

(g) RELAXATIONS: Where a lot adjoins premises upon which the street wall line is unrestricted or less restricted by this section, the street wall on such lot for that 75 per cent of the lot frontage nearest to such unrestricted or less restricted street wall line but not in excess of 30 feet in any case, may conform to the provisions of this section as they apply to such unrestricted or less restricted street wall line which it adjoins. Where any existing building erected prior to the time of the passage of this ordinance has its street wall nearer to the street line than the building as established by this section, then the street wall of any building erected or altered on that 75 per cent of the frontage, (but not in excess of 30 feet) of the adjacent lot which immediately adjoins the lot occupied by such existing building may approach not nearer the street line than the street wall of such existing building.

(h) DEFINITIONS: Cornice, belt courses and steps and landings below the level of the first floor and their balustrades and open fences or railing which do not materially obstruct vision, or similar structures hereafter erected, shall be exempt from the restrictions provided by this Section. Lots separated by an alley shall be deemed to be adjoining. All measured distances, and building lines established by this ordinance,

shall be taken to the nearest integral foot. If the fraction is $\frac{1}{2}$ foot or less the integral foot next below shall be taken.

(i) RECORDS: The building commissioner shall keep a map record of building lines established by this ordinance. The map or plat shall show by figures all building lines, the distance from the street line to the building line and the date of their establishment.

SECTION 12. DISTRICT BOUNDARIES.

(a) HOW DEFINED: Wherever a portion of any district is indicated upon the zoning map as a strip paralleling an opened or unopened street, the width of this strip, unless delimited on the map by dimensions, lot lines, alleys, railroad rights-of-way, or otherwise, shall be assumed to be 100 feet measured at right angles from the nearest street line of the street to which it is parallel and adjacent. Where the street layout on the ground varies from the street layout as shown on the zoning map, the designation shown on the mapped street shall be applied to the unmapped streets in such a way as to carry out the manifest intent and purposes of the plan for the particular section in question. The space above the surface of streets, alleys or waterways and areas on the sections of the zoning map along the margins generally outside of the border line streets are to be regarded merely as explanatory of the map and shall not be deemed to be apart of the district to which it is adjacent.

(b) RELAXATION: Where a district boundary line as defined in this section or as shown on the zoning map divides a lot in single ownership at the time of the passage of this ordinance, the use authorized on the least restricted portion of such lot shall be construed as extending to the entire lot, provided this does not extend more than 25 feet beyond the said boundary line of the district in which such use is authorized. If in the subdivision of land, after the passage of this ordinance, any lot in such subdivision lies in more than one district the minimum area of such lot shall conform to the regulations of the district in which the greater part of such lot is located.

SECTION 13. ADMINISTRATION.

(a) BY WHOM ENFORCED: This ordinance shall be enforced by the Building Commissioner. The Building Commissioner is hereby empowered and it shall be his duty to administer this ordinance in conjunction with the administration of such portions of the general ordinances of the City as are commonly designated as the building code in such a manner as to facilitate their joint administration. For the purpose of enforcing this ordinance the authority vested in him under the said building code is hereby declared to be vested in him under this ordinance.

(b) CERTIFICATES OF OCCUPANCY: It shall be unlawful to use or permit the uses of any building or premises or part thereof hereafter erected until a certificate of occupancy, to the effect that the building or premises or the part thereof and the proposed use thereof, conform to the provisions of this ordinance, shall have been issued by the Building Commissioner. No change or extension of use and no alterations shall be made in a non-conforming use or premises without a certificate of occupancy having first been issued by the Building Commissioner that such change, extension or alteration is in conformity with the provision of this ordinance. Certificates of occupancy shall be applied for at the same time that the building permit is applied for and shall be issued within 10 days after the erection or alteration of a building shall have been completed. A record of all certificates shall be kept on file in the office of the Building Commissioner and copies shall be furnished upon request to any persons having a proprietary or tenancy interest in the building affected.

(c) PLATS: Each application for a building permit shall be accompanied by a plat drawn to scale and in such form as may be prescribed by the Building Commissioner, showing the actual dimensions of the lot to be built upon, the size of the building to be erected, and such other information as may be necessary to provide for enforcement of the regulations contained in this ordinance. A record of such applications and plats shall be kept in the office of the Building Commissioner.

SECTION 14. BOARD OF ZONING APPEALS:

(a) A Board of Zoning Appeals is hereby established. The Board shall consist of five members to be appointed by the Mayor, at least two of whom shall be members of the City Plan Commission and not more than two of whom shall hold elective or appointive office of the City. The members of the first Board of zoning appeals shall hold office respectively as follows: One for a term of one year, one for a term of two years, one for a term of three years and two for a term of four years from and after the first day of January of the year of their appointment. Annually thereafter, on or before the first day of February of each year, the Mayor shall appoint a member of such Board to fill the vacancy caused by the expiration of the term of office of any member and such member then appointed shall hold office for the term of four years from the first day of January of the year of his appointment. If any vacancy shall exist on said Board caused by resignation or otherwise the Mayor shall appoint a member for the remainder of such term. Such Board of Zoning Appeals shall hear and determine appeals from and review any order, requirement, decision or determination, made by an administrative official charged with the enforcement of this ordinance, and shall permit and authorize exceptions to and variations from the district regulations in the classes of cases or in particular situations specified herein, and they shall hear and try all matters referred to them or upon which they are required to pass pursuant to this ordinance. Every decision of such Board of Zoning Appeals, shall be subject to review by certiorari. Such an appeal may be taken by any person

aggrieved or by any officer, department, board or bureau of the City.

(b) Any appeal taken from the requirement, decision or determination made by an administrative official charged with the enforcement of this ordinance shall be taken within such time as shall be prescribed by the Board of zoning appeals by general rule, by filing with the board of zoning appeals, a notice of appeal, specifying the grounds thereof, and in such form as may be required by general rule of the board. The administrative officer from whom the appeal is taken shall, upon the request of the board of zoning appeals, forthwith transmit to the board of zoning appeals all documents, plans and papers constituting the record upon which the action appealed was taken.

(c) Whenever an appeal shall be taken from the decision of the officer charged with the enforcement of this ordinance all proceedings and work on the premises concerning which the decision was made shall be stayed, unless such official from whom the appeal is taken shall certify in writing that by reason of the facts stated in such certificate such stay of proceedings or work, would, in his opinion, cause eminent peril to life or property, in which event proceedings or work shall not be stayed otherwise than by a restraining order which may be granted by the board of zoning appeals or by a circuit or superior court of the County, on application, on notice to the officer from whom the appeal is taken and the owner of the property affected and on due cause shown.

(d) If the owner or his agents or the person or corporation in charge of the work on the premises concerning which the decision appealed from was made shall fail to discontinue or stay the work on such premises upon receipt of notice that an appeal has been filed with the board of zoning appeals, then the officer charged with the enforcement of this ordinance shall have full power to order such work discontinued or stayed until such appeal is finally determined by the board of zoning appeals. Such administrative official shall have further power, with the written approval of the Mayor of the City so to do, to call upon the department of Police of the City or any member thereof for aid and assistance in carrying out or enforcing the provision of such order; and it shall be the duty of the Department of Police, or any member thereof, when so called upon for aid to act according to the instructions and perform the duties as required by such official to give full force and effect to such order directing such work to be discontinued or stayed.

(e) The Board of zoning appeals shall fix a reasonable time for the hearing of an appeal and give due notice thereof to the parties and decide the cause within a reasonable time. Upon the hearing any party may appear in person, by agent or by attorney. The Board of zoning appeals may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from as in its opinion ought to be done in the premises, and to that end shall have all the powers of the officer or board from whom the appeal is taken.

(f) The Board of zoning appeals may determine and vary the application of the regulations herein established in harmony with their general purpose and intent, and where there is practical difficulty or unnecessary hardship in the way of carrying out the strict letter in this ordinance as follows, and authorize the issuance of a permit and certificate of occupancy therefore.

1. For special use or the extension of a special use in an A, B, C, or D district where necessary for the public convenience and welfare; or where the appropriate use of neighboring property will not be seriously injured thereby;

2. For the extension of a non-conforming use or building, or for the reconstruction or replacement of a structure wholly or partly destroyed or removed by fire, water or wind, upon the lot occupied by such use or building at the time of the passage of this ordinance;

3. In undeveloped sections of the City, for not more than two years, for structures and uses in contravention of the use regulations controlling A or B districts; provided such uses are important to the development of such undeveloped sections and also provided such uses are not prejudicial to the neighboring and adjoining sections already developed;

4. In an A district for a use located contrary to the provisions of Section 4, paragraph (c);

5. For any use contrary to the limiting provisions of Section 8, paragraph (c) (d), (e) or (f) in any location in an E or F District where clearly the appropriate use of neighboring property is not injured thereby;

6. For a building in variation in the application of the volume provisions of an irregular or unusual shape lot with ample street frontage or in the application of the use and volume provisions of this ordinance in a block where there exists a non-conforming use or a structure which exceeds the volume requirements of this ordinance;

7. For a church, public school or other public building in an A, B, or C district in variation in the application of the height and volume regulations of this ordinance;

8. For a building in variation in the application of the height regulations where such building has frontage on a public waterway or on a natural hillside; but such variation shall be made only for the purpose of adjusting the height so that it will be in conformity with that of neighboring structures;

9. For a building in variation in the application of the building line regulations of Section 11 of this ordinance to the extent necessary to prevent undue or peculiar hardship where in any block or portion of a block there are lots not of uniform depth or irregular shapes or peculiar proportions, forms or topography, or fronting on more than one street or when clearly the general purpose and intent thereof will be better served thereby;

10. For a building in variation in the application of the building line, provisions of Section 11 of this ordinance where owners of all properties in an A, B, or D District in a block petition in writing for the establishment of a building line within such district in that block which building line is nearer to the street than that which would otherwise be established by the provision of Section 11;

11. For a building in relaxation of the district boundary limitations imposed by Section 12, paragraph (b);

12. In special cases for a building so located on a corner lot as to determine which street line is the front line;

Where there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of this ordinance, the Board of zoning appeals shall have power, in passing upon appeals, or petitions for variance from district regulations, to vary or modify any of the rules, regulations or provisions of this ordinance, so that the spirit of the ordinance shall be observed, public welfare secured or substantial justice done.

(g) APPEALS, WRITS OF CERTIORARI, STAYING ORDERS: Any person or persons, firm or corporation jointly or severally aggrieved by any decision of the board of zoning appeals, may present to the circuit or superior court a petition duly verified, setting forth that such decision is illegal, in whole or in part, and specifying the grounds of the illegality. Such petition shall be presented to the court within 30 days after the entry of the decision or order of the board of zoning appeals complained of.

(h) On filing such petition with the clerk of the Circuit or Superior court, the petitioner shall cause a notice to be issued and served by the sheriff of the county upon the adverse party or parties, if any, as shown by the record of the appeal in the office of the board of zoning appeals. Such notice shall state that a petition for a writ of certiorari has been filed in the circuit or superior court of the county, as the case may be, asking for a review of the decision of the board of zoning appeals, designating the property affected and the date of the decision and the time fixed for the return of the writ of certiorari by the board of zoning appeals. The service of the writ of certiorari by the sheriff or the chairman or the secretary of the board of zoning appeals shall constitute notice to such board and to the City or the administrative official charged with the enforcement of this ordinance, and no further official charged with the enforcement of this ordinance, and no further summons or notice with reference to the filing of such petition shall be necessary.

(i) Upon the presentation of such petition, the circuit or superior court of the county or a judge thereof in vacation, may allow a writ of certiorari directed to the board of zoning appeals and shall prescribe in said writ the time within which the return thereto shall be made, which time shall not be less than ten days from the issuance of said writ and this may be extended by the court or judge thereof. The allowance of the writ of certiorari shall not stay proceedings or work on the premises affected under the decision to be brought up for review, but the court may, on application, and on notice to all parties to such decision, and on due cause shown, grant such relief as the circumstances of the case may require, including an order staying such work until the final determination of the case by the court; and such staying order may be issued by the court without requiring the petitioner to enter into a written undertaking to the adverse party affected thereby for the payment of damages by reason of such staying order. The Board of zoning appeals shall not be required to return the original papers acted upon by it, but it shall be sufficient to return certified copies thereof or such portions thereof as may be called for by such writ. The return to the writ must concisely set forth such facts and data as may be pertinent and material to show the grounds of the decision appealed from, and must be verified by the secretary of such board. The court may decide and determine the sufficiency of these statements of illegality contained in the petition without further findings, and may make its determination and render its judgment with reference to the legality of the decisions of the board of zoning appeals on the facts set out in the return to the writ of certiorari; or, if it shall appear to the court that testimony is necessary for the proper disposition of the matter, it may take evidence thereon to supplement the evidence and facts disclosed by the return to the writ of certiorari. In passing upon the legality of the decision of the board of zoning appeals, the court may reverse or affirm, wholly or in part, or may modify the decision of the board of zoning appeals brought up for review. Issues in any proceeding under this section shall have preference over all other civil actions and proceedings.

SECTION 15 SUPPLEMENTAL ORDINANCES.

(a) The Common Council may from time to time, after public notice and hearing, amend, supplement or change the regulations and districts fixed by this ordinance. Such notice shall be published by one insertion in two newspapers of general circulation in the City not less than 7 days previous to the time fixed for such hearing, and such said notice shall set out in substance the proposed amendments or changes to be made and shall state that objections thereto will be heard, and that information concerning such proposed amendments or changes is on file in the office of the City Plan Commission for public examination.

(b) Whenever the owner of 50 percent or more of the frontage on any street within any district shall present a petition duly signed to the Common Council requesting an amendment, supplement or change of the regulations prescribed for such district or part thereof, it shall be the duty of the Common Council to vote upon the proposal presented by said petition within 90 days after the filing of the same with the clerk of such Common Council. Any proposed ordinance for the amendment, supplement, change or repeal of an ordinance adopted hereunder shall be referred to the City Plan Commission for consideration and report before any final action shall be taken thereon by said Common Council. Such report shall be made by the City Plan Commission during the period within which the Common Council is required to act herein provided. In the event the report of the city plan commission on the proposed ordinance for the amendment, supplement, change or repeal of an ordinance adopted hereunder shall be adverse thereto or in the event a protest against a proposed amendment, supplement, change or repeal shall be presented in writing duly signed, and acknowledged by the owners of 20 percent or more of the frontage of the property proposed to be altered, or by the owners of 20 percent of the remainder of the block in which the proposed alteration is to be made or by the owners or 20 percent of the frontage directly opposite the property proposed to be altered, such ordinance for the amendment, supplement, change or repeal of an ordinance adopted hereunder shall not be passed except by affirmative vote of at least 75 percent of the members of the Common Council.

SECTION 16 PENALTIES, REMEDIES.

(a) Any owner, general agent, lessee or tenant of any building or premises or any part thereof, or any contractor or builder of any building, structure or part thereof, or any architect or any other person who shall violate any of the terms or provisions of this ordinance or shall fail to comply with any of the terms and provisions of the same, or any person or persons aiding and assisting in any such violation shall be fined in any sum not to exceed Three Hundred (\$300.00) Dollars, and each day or part of a day that such violation continues shall be a separate offense. Whenever any permit or certificate of occupancy shall have been granted by an officer or board authorized to grant the same under the provision of this ordinance, upon any condition or conditions as to the method of operation, or the use of nuisance prevention equipment or nuisance eliminating processes or any other requirement, any person pursuing the use or operation of said premises and failing to comply with such condition or conditions in any manner shall be deemed guilty of a violation of this ordinance and shall be fined in any sum not to exceed Three Hundred (\$300.00) Dollars, and each day or part of a day that such violation continues shall be a separate offense.

(b) In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any building, structure or land is used, in violation of this ordinance, the proper authorities of the City, in addition to the remedies herein provided for, may institute any appropriate action or proceeding to prevent such unlawful erection, construction, re-construction, alteration, repair, conversion, maintenance or use, or to restrain, correct or abate such violation, in order to prevent the occupancy of said building, structure or land contrary to the provisions hereof, or to prevent any illegal act, conduct, business or use in or about such premises.

SECTION 17 VALIDITY OF ORDINANCE. PRIORITY.

(a) If any section, paragraph, subdivision, clause, sentence or provision of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder of this ordinance but the effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

(b) Wherever this ordinance requires greater width or size of yards or open spaces, or requires a lower height of building, or requires a greater percentage of lot to be left unoccupied or imposes other higher standards than are required in any statute or in any other ordinance, or in any restrictions or limitations running with the land, the provisions of this ordinance shall govern.

(c) Wherever the provisions of any statute or any other ordinances, or any restrictions or limitations running with the land, require greater width or size of yards, courts, or other open spaces, or require a lower height of building or require a greater percentage of lot to be left unoccupied, or impose other higher standards than are required by this ordinance, the provisions of such statute or ordinance, or such restrictions or limitations shall govern.

(d) This ordinance shall not be construed as repealing any valid ordinance of the City of Fort Wayne now in effect which prohibits the establishment or operation of certain classes of business within the corporate limits of the City of Fort Wayne or which restrict the location of theatres, moving picture theatres, public garages, filling stations, or billboards, but the fulfillment of the requirements imposed by such valid ordinances by obtaining frontage consents or otherwise shall in no case invalidate the provisions of this ordinance which limit the establishment of theatres, moving picture theatres, public garages, filling stations or billboards, to certain districts. Section 253 of Ordinance Number 1328 of the City of Fort Wayne limiting the location of business building by requiring frontage consents is hereby repealed.

SECTION 18 WHEN EFFECTIVE.

This ordinance shall take effect and be in force from and after its passage, approval by the Mayor and due publication.

Herman F. Gerdon.

Done at the Council Chamber the 13th day of November, 1928, City Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of November, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1436.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 17th day of November, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 17th day of November, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1438.

An Ordinance approving a contract between the Harmon-Ness Company, by and through Mr. D. L. Harmon, its President, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the furnishing and installing of one Layne vertical turbine pump complete for the Water Works Department of the City.

WHEREAS, on the 24th day of September, 1928, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with the Harmon-Ness Company, for the furnishing and installing of one Layne vertical turbine pump complete for the Water Works Department of said City, which contract is in the following words and figures:

This agreement made this 24th day of September, 1928, by and between the Harmon-Ness Company, a Corporation having its principal place of Business in South Bend, Indiana, party of the first part, hereinafter designated Contractor; and the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the second part, hereinafter designated City,

WITNESSETH that the said Harmon-Ness Company hereby agrees to furnish and install on concrete foundation constructed by Contractor at Purchaser's Ardmore Avenue well, one Layne vertical turbine pump complete with motor and starter to drive same in accordance with the following specifications: and the proposal submitted by first party, which is by reference made a part of this contract.

PUMP HEAD. Pump Head will be type S. K. M. A., complete with Kingsbury thrust bearing and motor frame designed for 75 HP motor.

PUMP BOWLS. Pump bowls will be equipped with bronze impellers and stainless steel impeller shaft and keys.

DISCHARGE COLUMN: A sufficient number of feet of discharge column setting will be furnished to place pump bowl 150 feet below ground level. Discharge column will consist of 1½" diameter Cumberland turned and ground shafting, 2½" diameter oil line having a bronze bearing every 6' 8" and 7" diameter support pipe flanged in approximately 20' lengths.

CAPACITY & EFFICIENCY. Complete pump shall have a capacity of 650 gallons of water per minute against a total head of 270 feet when operated at a speed not to exceed 1400 RPM and Contractor guarantees that when operating under above conditions, pump bowl will have an efficiency of 65c/o based on power delivered to pump shaft.

PAYMENT & TERMS. Purchaser agrees to pay Contractor for furnishing and installing pump, motor and starter as hereinbefore set forth the sum or Four Thousand and Three Hundred Eighty and 00/100--(\$4,380.00)--Dollars payable upon installation of equipment.

MOTOR & STARTER. Contractor will furnish and install a General Electric 75 HP 60 cycles 3 phase 2200 volts 1200 RPM vertical squirrel cage motor and will furnish with motor General Electric CR-7051 automatic starter with pilot light and two CR-2940-ES-412A start and stop push button stations.

GUARANTEE. Contractor agrees and guarantees to replace free of charge to City any part or parts of equipment furnished by Contractor that may fail within a period of one year from date of installation, provided that such failure is caused by defective workmanship or material.

DELIVERY. Contractor agrees to ship pump and motor within two weeks from date of order.

WATER LEVEL GAUGE. Contractor will furnish and install ¼" air line extending from pump head to suction flange on pump bowl and equipped air line pressure gauge for the recording of pumping level in well.

LIABILITY. Contractor agrees to protect and save harmless the said City of Fort Wayne from all royalties, penalties, damages, cost and expense on account of or growing out of any infringement of any kind of character and agrees to defend in its name or the name of the said City any and all actions and suits that may be instituted for recovery of such penalties, royalties, damages, cost or expense and to pay any judgment that may be rendered for or on account of such royalties, penalties, damages, cost and expense in connection therewith.

SURETY BOND. Contractor agrees to furnish Surety bond payable to City in the sum of \$4,380 for the faithful performance of each and every covenant and provision to be by it performed in accordance with the terms of the contract herein entered into with the said City. This contract shall not be binding nor obligatory upon said City unless and until the same shall have been ratified and approved by the Common Council of said City.

Witness the hands and seals of the said parties the day and the year hereinabove written.

HARMON-NESS COMPANY
By. D. L. Harmon (Seal)
President.

ATTEST: O.O. Schwier
Secretary

THE CITY OF FORT WAYNE, INDIANA.

Wm. Beck
Tom Snook
William S. O'Rourke
BOARD OF PUBLIC WORKS.

ATTEST: Geo. G. Waldrop
Secretary Water Works.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract entered into on the 24th day of September, 1928, between the City of Fort Wayne, by and through its Board of Public Works, and the Harmon-Ness Company, by and through Mr. D. L. Harmon, its president, for the furnishing and installing of one Layne vertical turbine pump complete for the Water Works Department of said City, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

James A. Liggett

Done at the Council Chamber the 27th day of November, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of November, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1438.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 6th day of December, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 7th day of December, 1928.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1439.

An Ordinance approving a contract between the City of Fort Wayne by and through its Board of Public Works and the Peerless Pump Company, for the purchase of a certain electric pump for use in the City Water Works Department.

Whereas, the City of Fort Wayne by and through its Board of Public Works entered into a contract on the 28th day of August, 1928, with the Peerless Pump Company for the purchase of a certain electric pump for use in the City Water Works Department, which contract is in the following words and figures, to wit:

C O N T R A C T.

THIS AGREEMENT made and entered into this 28th day of August, 1928, by and between the CITY OF FORT WAYNE, a municipality incorporated under the laws of the State of Indiana, acting by and through its BOARD OF WORKS, hereinafter referred to as THE BOARD, and the PEERLESS PUMP COMPANY of Massillon, Ohio, a corporation, hereinafter referred to as the CONTRACTOR,

WITNESSETH:

THE BOARD hereby agrees to purchase from the CONTRACTOR one deep well turbine pump complete with 60HP, 1200RPM, 2200Volt General Electric Vertical Motor and starting apparatus for same, all in accordance and as described in proposal submitted by the CONTRACTOR under the date of August 10, 1928 marked "TAYLOR STREET -100 ft.", which was duly accepted by THE BOARD on August 15, 1928, and also in accordance with the general conditions and specifications covering this work as issued by THE BOARD, and said proposal and specifications are hereby made a part of this contract.

In consideration of the furnishing and installing of said equipment, THE BOARD agrees to pay the CONTRACTOR the net sum of THREE THOUSAND NINE HUNDRED DOLLARS (\$3900.00) within thirty days after the completion of the installation of said equipment.

It is the understanding and intent of this contract that THE BOARD shall furnish the pump house, all electrical wiring and the material for the foundation, but the foundation shall be erected by the CONTRACTOR who shall assume all responsibility for same in accordance with the specifications.

IN WITNESS WHEREOF:

THE BOARD and the CONTRACTOR have caused this contract to be executed by their respective duly authorized officials on this 28th day of August, 1928. Subject to the ratification of the Common Council, (C.M. - B. Kern)

CITY OF FORT WAYNE,
Wm. Beck
Tom Snook
William S. O'Rourke

PEERLESS PUMP COMPANY

Boyd Kern
General Sales Manager.

CONTRACTOR'S BOND.

KNOW ALL MEN BY THESE PRESENTS, that we, PEERLESS PUMP COMPANY of Massillon, Ohio, as principal, and the AETNA CASUALTY AND SURETY COMPANY, a Connecticut Corporation duly authorized to do business in the State of Indiana, as surety, are held and firmly bound unto the City of Fort Wayne, Indiana in the sum of THREE THOUSAND NINE HUNDRED DOLLARS (\$3900.00) to be paid to the said City or to its certain attorney or assigns, for which payment, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and successors, firmly by these presents.

The condition of the foregoing obligation is such that, whereas the said PEERLESS PUMP COMPANY did, on the 28th day of August, 1928, by articles of that date, enter into a contract with the said City for the furnishing and installing of a deep well pumping unit and the necessary electrical equipment in accordance with contract attached hereto,

NOW THEREFORE, if the said PEERLESS PUMP COMPANY shall well and faithfully in all things fulfill the said contract, and shall save and hold harmless the said City from all liens and damages of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue.

WITNESS OUR HANDS AND SEALS THIS 28th DAY OF August 1928.

PEERLESS PUMP COMPANY,
BOYD KERN
General Sales Manager

THE AETNA CASUALTY & SURETY COMPANY

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the contract heretofore entered into on the 28th day of August, 1928, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the Peerless Pump Company, for the purchase of a certain electric pump for use in the City Water Works Department, as more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

S. A. Fisher

Done at the Council Chamber the 27th day of November, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of November, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1439.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk

Presented to the Mayor for approval on the 6th day of December 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 7th day of December, 1928.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1440

AN ORDINANCE FIXING THE SALARY OF AN ADDRESSOGRAPH OPERATOR IN THE OFFICE
OF THE CITY LIGHT DEPARTMENT.

Be it ordained by the Common Council of the City of Fort Wayne, Ind:

SECTION 1 - That on and after the 1st day of December, 1928, the addressograph operator in the office of the City Light Department shall receive a salary at the rate of One Hundred Thirty-five (\$135.00) dollars per month.

SECTION 2-- That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3 - That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor.

Ralph Clark.

Done at the Council Chamber the 27th day of November, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of November, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1440

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 6th day of December, 1928,

Leonard H. Ellenwood,
City Clerk.

Approved this 7th day of December, 1928.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1441

An Ordinance ratifying and approving a contract between the City of Fort Wayne and the Ingersoll-Rand Company of the City of New York, State of New York, for the purchase of a Surface Condenser with Auxiliary Equipment for use in the City Light Plant.

Whereas, he etofore on the 19th day of October, 1928 the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with the Ingersoll-Rand Company of New York, New York, for the purchase of a Surface Condenser with Auxiliary Equipment to be used in the city Light Plant, which contract is in the following words and figures, to-wit:

CONTRACT

This agreement made and entered into this 19th day of October, 1928, by and between Ingersoll-Rand Company, of the City of New York, State of New York, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all of the work, material and apparatus, tools and labor necessary for the construction, delivery and erection at the City Light and Power Works of the City of Fort Wayne, Indiana, of one (1) Surface Condenser with circulating pump, condensate pump, pump drives, air ejectors and other auxiliary equipment, all of which work, material and apparatus is to be in accordance with the attached specifications and Alternate Proposal No. 4, supplemented by the attached detailed equipment specifications of Ingersoll-Rand Company, all of which specifications and proposal are made a part of this contract as fully and effectively as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, Indiana, as follows, to wit:

Thirty Seven Thousand Twenty Dollars and No Cents (\$37,020.00).

Payments are to be made in accordance with Paragraph No. 18, "Estimates", of the attached General Specifications. Should the party of the second part delay the installation and testing of this equipment, then final payment will be made not less than ninety (90) days after delivery of equipment.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City of Fort Wayne, Indiana, unless and until it shall first have been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

In Testimony Whereof, we, the foregoing named parties, hereunto set our hands and seal on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

By Wm. C. Geake
Mayor.

INGERSOLL-RAND CO.

Tad S. Omh
Secretary.

Contractor, party of the first part.

Wm. Beck
Tom Snook
William S. O'Rourke
Board of Public Works.

Attest Agatha E. Diek
Sec'y.

Approved as to Form and Legality
By L. F. C.

Approved:

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the contract heretofore entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Ingersoll-Rand Company of New York, New York, for the purchase of a Surface Condenser together with auxiliary equipment to be used in the City Light Plant, as fully set forth in the preamble, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Chester Hinton.

Done at the Council Chamber the 27th day of November, 1928, City of Fort Wayne, Indiana.
WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of November, 1928, by a majority vote of all Members elect, did pass the ordinance hereunto attached and known as
GENERAL ORDINANCE NO. 1441

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 6th day of December, 1928.

Leonard H. Ellenwood
City Clerk.

Approved this 7th day of December 1928.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO. 1442

AN ORDINANCE REGULATING TRAFFIC.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That on and after the 15th day of January, 1929, it shall be unlawful for any person, firm or corporation to drive, operate or direct the movement of any vehicle or cause or permit any vehicle to be driven, operated or its movement directed from Morrison Street into and upon Knitters Avenue and Runnion Avenue, or to enter upon said avenues without first bringing such vehicle to a complete stop, and shall not then enter into said avenues from said Morrison Street after making such complete stop, in any manner as to directly or indirectly interfere with or interrupt the traffic upon said avenues, and in no event when any automobile is approaching said Morrison Street upon said avenues within twenty-five (25) feet from said Morrison Street.

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or failing to comply with any provisions of the same, shall be fined in a sum not to exceed One hundre (\$100.00) dollars.

SECTION 3. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor and its legal publication.

Harry M. McMillen.

Done at the Council Chamber the 11th day of December, 1928, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of December, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1442.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 19th day of December 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 19th day of December, 1928.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO.1443.

An Ordinance authorizing the Board of Public Works to sell one Tudor Ford Sedan used in the Street Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Board of Public Works be and the same is hereby authorized to sell one Tudor Ford Sedan used in the Street Department, and to file its petition by and through the City Attorney to the Allen Circuit Court for the appointment of appraisers to appraise said property.

SECTION 2. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor.

Done at the Council Chamber the 11th day of December, 1928, City of Fort Wayne, Indiana.
WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of December, 1928, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO.1443.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk

Presented to the Mayor for approval on the 19th day of December, 1928.

Leonard H. Ellenwood,
City Clerk.

Approved this 19th day of December 1928.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NUMBER 1444.

An Ordinance approving a contract between the Fort Wayne Journal-Gazette Company and the City of Fort Wayne, Indiana, by and through its Board of Public Works, covering the printing of the Proceedings of the Common Council for the year 1929.

WHEREAS, heretofore on the 8th day of January, 1929, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with the Fort Wayne Journal-Gazette Company covering the printing of the Proceedings of the Common Council for the year 1929, which contract is in the following words:

CONTRACT AND BOND.

THIS AGREEMENT, made and entered into this 8th day of January, 1929, by and between the FORT WAYNE JOURNAL-GAZETTE, party of the first part, and the City of Fort Wayne, Allen County, State of Indiana, by and through its Board of Public Works, party of the second part, WITNESSETH:

That the party of the first part covenants and agrees to print in the FORT WAYNE JOURNAL-GAZETTE, proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1st, 1929, until December 31st, 1929, and to furnish the parties of the second part, One Hundred and Twenty-Five (125) copies of the Proceedings of each Council Meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31st, 1929, Fifty (50) copies of the Proceedings of the entire year, bound together with an index for each of said copies. All of said Fifty (50) copies to be bound with buckram, and also Twenty-five (25) copies to be bound in cloth.

The party of the first part expressly agrees to perform all the work and furnish all material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, and to the entire satisfaction of the Board of Public Works.

It is understood and agreed by the parties hereto that the specifications shall be and are hereby made a part of this contract as fully and effectually as if copied in full length.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing same to the foregoing FORT WAYNE JOURNAL-GAZETTE, shall be at the rate of One Dollar and Ten Cents (\$1.10) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index which shall be measured as two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and that the price for publishing all ordinances and other publication inquired to be made by law, shall be One Dollar and Ten Cents (\$1.10), per inch, column width, to be measured as the same appear in said paper.

It is further agreed by the parties hereto, that in case the first party fails to perform all the conditions required by this contract, to be performed by it, the parties of the second part shall have the right to take charge of said work and the same done and deduct the cost thereof from any amount then due the party of the first part.

The party of the first part agrees that in the prosecution of said work all proper skill will be exercised and the party of the first part agrees to furnish a good and sufficient bond in the sum of Two Thousand (\$2,000.00) Dollars, payable to the City of Fort Wayne, Indiana, for the faithful performance of all the conditions of this contract.

IT IS HEREBY AGREED THAT NO ASSIGNMENT OF THIS CONTRACT shall be made without the written consent of said parties of the second part.

IN TESTIMONY WHEREOF, THE FOREGOING NAMED PARTIES HERUNTOW set their hands and seals this 8th day of January, 1929.

Journal -Gazette
BY: L.G. Ellingham
PARTY OF THE FIRST PART.

CITY OF FORT WAYNE, INDIANA.
WILLIAM BECK
TOM SNOOK
W. S. O'ROURKE
BOARD OF PUBLIC WORKS.

ATTEST: AGATHA E. DIEK.
SECRETARY.

LAWYER.

KNOW ALL MEN BY THESE PRESENTS, That, we, the JOURNAL-GAZETTE COMPANY, _____ as principal, and L. G. Ellingham of Allen County, State of Indiana, are held and firmly bound to the City of Fort Wayne, Indiana, in the penal sum of Two Thousand Dollars (\$2,000.00), for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligations are such that the above named party

of the first part shall faithfully comply with the foregoing contract, made and entered into this 8th day of January, 1929, with the City of Fort Wayne, Indiana, and shall fulfill all the conditions and stipulations herein contained, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

WITNESS OUR HANDS AND SEALS THIS 8th day of JANUARY, 1929.

THE JOURNAL-GAZETTE COMPANY,

BY: L. G. Ellingham, Pres.
PARTY OF THE FIRST PART.

L. G. Ellingham

APPROVED THIS 8TH DAY OF JANUARY, 1929.

WILLIAM BECK

TOM SHOCK

W. S. CURRICK

BOARD OF PUBLIC WORKS.

ATTEST: AGATHA E. DIEK
SECRETARY.

STATE OF INDIANA:

SS:

COUNTY OF ALLEN :

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. G. Ellingham, of the FORT WAYNE JOURNAL-GAZETTE, and acknowledged and the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness my hand and notarial seal this 8th day of January, 1929.

(SEAL)

A. F. Scherer
NOTARY PUBLIC

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

SECTION 1. That the contract heretofore entered into on the 8th day of January 1929, by and between the City of Fort Wayne, by and through its Board of Public Works, and the Fort Wayne Journal -Gazette Company, by and through L. G. Ellingham, its President, covering the printing of the proceedings of the Common Council for the year 1929 as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

J. L. Stouder

(Motion to suspend the rules prevailed)

Done at the Council Chamber the 8th day of January, 1929 City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of January, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1444

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 15th day of January, 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 15th day of January, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1445

An Ordinance authorizing the Board of Public Works to sell a Ford Coupe used in the City Light Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

SECTION 1. That the Board of Public Works be and it is hereby authorized to sell one (1) Ford Coupe used in the City Light Department, and it appearing that said property is worth less than one hundred (\$100.00) dollars, that the same shall be sold without the appointment of an appraiser.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Relm. Clerk

Done at the Council Chamber the 8th day of January, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of January, 1929, by a majority vote of all members elect, did pass the ordinance herunto attached, and the same is GENERAL ORDINANCE NO. 1445.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 15th day of January, 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 15th day of January, 1929.

Wm. C. George
Mayor.

GENERAL ORDINANCE NO. 1446.

An Ordinance approving a Contract by and between the Indiana Service Corporation and the City of Fort Wayne, by and through its Board of Public Works, for the Construction, Maintenance and Operation of a Standard Street Railway Track over and along Wells Street from Huffman Street to State Boulevard and thence by suitable curves onto State Boulevard and thence over and along State Boulevard from Wells Street to Gertrude Street and the necessary Switches and Connecting Tracks to connect with the existing Street Railway System at the Intersection of Wells and Huffman Streets and the Operation of Motor Busses over said Route until said additional tracks are constructed.

WHEREAS, heretofore on the 15th day of November, 1928, the Indiana Service Corporation and the City of Fort Wayne, by and through its Board of Public Works entered into a contract for the construction, maintenance and operation of a standard street railway track over and along Wells Street from Huffman Street to State Boulevard and thence by suitable curves onto State Boulevard and thence over and along State Boulevard from Wells Street to Gertrude Street and the necessary switches and connecting tracks to connect with the existing street railway system at the intersection of Wells and Huffman Streets and the operation of motor busses over said route until said additional tracks are constructed, which contract is in the words and figures following, to-wit:

WHEREAS, Indiana Service Corporation is now the owner of and operating a system of street railway in the City of Fort Wayne, Indiana, for the purpose of furnishing transportation to the inhabitants of said City and is desirous of constructing, maintaining, operating and using additional street railway tracks, together with all appliances and appurtenances thereto as a part of said system and until such additional street railway tracks are constructed of furnishing transportation service by motor busses, which additions and extensions to its system are reasonably necessary in order to provide adequate service and facilities to its patrons and for the conduct of its business and for the public convenience, interest and safety, by the construction, operation and maintenance of a standard street railway track over and along Wells Street from Huffman Street to State Boulevard and thence by suitable curves onto State Boulevard and thence over and along State Boulevard from Wells Street to Gertrude Street, and the necessary switches and connecting tracks to connect with the existing street railway system at the intersection of Wells and Huffman Streets, and until such additional tracks are constructed by the operation of motor busses over said route to supplement its existing street railway system, for the improvement, betterment and safety of its service, as more specifically hereinafter set forth, and in accordance with the plans and specifications therefor on file with the Board of Public Works of said City.

NOW, THEREFORE, this agreement made and entered into this 15th day of November, 1928, by and between the City of Fort Wayne, Indiana, hereinafter called the "City," by and through its Board of Public Works, and Indiana Service Corporation, a corporation organized and existing under the laws of the State of Indiana, hereinafter called the "Company," WITNESSETH:

THAT: for and in consideration of the several and mutual covenants herein contained it is hereby agreed by and between said parties as follows:

1. The City, by and through its Board of Public Works under and by virtue of the power and authority granted by law to said Board, does hereby give and grant to the Company, its successors and assigns, subject to the conditions hereinafter expressed, permission and authority from and after the approval of this contract by the Common Council of said City by ordinance to construct, maintain, use, replace, renew, repair and operate a standard street railway system on and along the following streets in the City of Fort Wayne, Allen County, Indiana:

The right to construct, maintain, renew, replace, repair, use and operate a standard double track street railway over, on and along Wells Street from Huffman Street to State Boulevard, together with the necessary and suitable double track turnouts and switches properly to connect said double track street railway system with the existing double track street railway system at the intersection of Wells and Huffman Streets and thence west on State Boulevard by proper and necessary curves from Wells Street to State Boulevard and thence over, on and along State Boulevard to Gertrude Street, such street railway system so to be constructed, replaced, renewed, repaired, used and operated on State Boulevard to be at the option of the grantee either a standard double track street railway or standard single track street railway together with the necessary passing tracks and switches, together with all necessary poles, wires, anchors, guy wires and appurtenances appertaining thereto and necessary for the proper construction, maintenance, repair, replacement, renewal, use and operation of said street railway, and until the construction of said additional street railway system the right to operate motor busses over said route on Wells Street and State Boulevard to supplement its existing street railway system.

2. The permission and authority hereby granted are upon the following terms and conditions, which terms and conditions the Company hereby expressly covenants and agrees for itself, its successors and assigns, to fully carry out and perform:

A. The work of constructing said street railway systems and other fixtures and appliances shall be done and performed in accordance with said specifications so filed with the Board of Public Works, and to the satisfaction of said Board.

B. The construction of said tracks shall be carried on so that cross streets shall be open at all times for vehicular traffic.

C. The Company, its successors and assigns, hereby expressly agrees to and shall forever indemnify and save harmless the said City against and from all damages, judgments, decrees, costs and expenses which the City may suffer, or which may be recovered or obtained against it by reason of or growing out of or resulting in any way from the execution of this contract, the passage of the ordinance ratifying the same, or the constructing, maintaining or operation of the system of street railway and busses herein provided for, or the exercise by the Company, its servants or agents, of the rights, privileges, limitations, conditions and the agreements, stipulations or requirements herein contained, and agrees to pay said City such damages, judgments, decrees, costs, and expenses which it may hereby or thereby suffer, and in any suit brought by the City for recovery of any such damages, costs or expenses it shall be entitled to recover in addition thereto reasonable attorney fees.

D. The Company agrees to complete the construction of said system of Street railway on or before the 31st day of December, 1931. All of said tracks and the necessary curves shall be laid under the supervision of and on lines designated by and with the approval of the City Engineer of said City.

E. The Company agrees to pave or cause to be paved the portion of said streets between the outer rails of said tracks and for a space of twelve (12) inches on the outside of said outer rails with vitrified paving brick on a concrete foundation, in all things under and in accordance with specifications to be approved by said Board of Public Works and to be acceptable to said Board in all cases where the remainder of said streets are now paved, and hereafter to maintain and repair said portion of said street pavement in the manner of and at such times as said Board may require and said Company further agrees to repave said portion of said street when and as often as the remaining portions of said Street are paved by said City, provided, however, that said Company shall not be required to repave or maintain said portion of said streets with any more expensive material than the remaining portions are or may hereafter be paved with.

F. Said Company shall keep said tracks in good condition at all times, so that vehicles can easily and freely at all times cross said tracks at all points in any direction without unreasonable interference or obstruction.

G. The fares to be charged on said busses while so operated on said route prior to the construction of such street railway system shall be the same as the rates and fares charged for passage on the Company's street cars in the City of Fort Wayne.

H. Until the happening of the contingency set forth in Section 1 hereof the said Company in the enjoyment of its rights hereunder, shall in all things be governed and controlled by all the limitations, conditions, agreements, stipulations and requirements and have the same rights, privileges and duties as are contained in an ordinance of said City of Fort Wayne granting a franchise to the Fort Wayne Traction Company September 2, 1902, except as modified by existing or future laws and all laws amendatory thereof and supplemental thereto, and except as to rates to be charged for its services and except that the time of expiration of the grant of rights herein granted shall be the same as the expiration of the franchise granted said Fort Wayne Traction Company on September 2, 1902 as said time may be now modified by the Act of the General Assembly of the State of Indiana known as the Shively-Spencer Utility Commission Act passed at its session in 1913 and contained in the Acts of the General Assembly of Indiana for the year 1913 on page 167 and all acts amendatory thereof and supplemental thereto and which limitations, agreements, conditions, stipulations and requirements of said ordinance shall be exercised kept and performed by the Company, its successors and assigns in so far as the same do not so conflict and are not so modified as aforesaid.

I. If said Shively-Spencer Utility Commission Act should be repealed or annulled either by such General Assembly or by court action, the Company in the enjoyment of its rights hereunder shall in all things be governed and controlled by the conditions, agreements, stipulations and requirements of, and have the same rights, privileges and duties as are contained in said ordinance referred to in paragraph "H" hereof, except as to rates to be charged for its service, and except that the time of expiration of grant of the rights herein granted shall be the same as the expiration of said franchise granted dated September 2, 1902, as said time may be now modified by said Shively-Spencer Utility Commission Act and all acts amendatory thereof and supplemental thereto, As to the part of the system herein provided for the rate or rates for services shall at all times be the same as the rates charged for service of the remaining portion of its system generally, and the same agreements, stipulations and requirements in said ordinance, except as to rates and expiration of grant as above provided, shall be kept and performed by said Company, its successors and assigns.

J. No interurban passenger or freight cars shall ever be operated over the system of street railway tracks authorized by this contract to be constructed and used.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(SEAL)

ATTEST:

F. H. Schmidt.

Secretary.

INDIANA SERVICE CORPORATION

By Robert M. Feustel

President.

BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE.

By Wm. Beck

Tom Snook

W. J. O'Rourke

Attest:

Secretary.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into by and between the Indiana Service Corporation and the City of Fort Wayne, by and through its Board of Public Works, providing for the construction, maintainance and operation of a standard street railway track over and along Wells Street from Huffman Street to State Boulevard and thence by suitable curves onto State Boulevard and thence over and along State Boulevard from Wells Street to Gertrude Street and the necessary switches and connecting tracks to connect with the existing street railway system at the intersection of Wells and Huffman Streets and the operation of motor busses over said route until said additional tracks are constructed, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

James A. Liggett

Done at the Council Chamber the 8th day of January, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of January, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1446.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 15th day of January 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 15th day of January, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO. 1447.

An Ordinance fixing the salary of the Inspector of Weights and Measures.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That on and after the 1st day of January, 1929, the compensation to be paid the Inspector of Weights and Measures is hereby fixed and established at the rate of Twenty-eight Hundred (\$2800.00) dollars a year. This salary shall constitute the maximum amount to be paid said Inspector.

SECTION 2. That all other ordinances fixing the salary of said Inspector and any other ordinance in conflict herewith, are hereby repealed.

SECTION 3. That this ordinance be in full force and take effect on and after its passages and approval by the Mayor.

A. O. Pape

Done at the Council Chamber the 8th day of January, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of January, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1447.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 15th day of January, 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 15th day of January, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO. 1448.

AN ORDINANCE APPROVING AND RATIFYING A CONTRACT BETWEEN THE CITY OF FORT WAYNE BY AND THROUGH ITS BOARD OF PUBLIC WORKS AND THE BUFFALO-SPRINGFIELD ROLLER COMPANY FOR THE PURCHASE OF ONE BUFFALO-SPRINGFIELD FIVE TON TANDEM FOUR CYLINDER MOTOR ROLLER TO BE USED IN THE CITY STREET DEPARTMENT.

WHEREAS, on the 3rd day of January, 1929, the City of Fort Wayne by and through its board of Public Works entered into a contract with the Buffalo-Springfield Roller Company for the purchase of one Buffalo-Springfield five ton tandem four cylinder motor roller to be used in the City Street Department, which contract is in the following words and figures, to-wit:

PROPOSAL
from
The Buffalo-Springfield Roller Company
SPRINGFIELD, OHIO.

January 3 1929.

To Hon. Board of Public Works,
City of Fort Wayne,
Fort Wayne, Indiana.

Gentlemen:

We propose to furnish and deliver f.o.b. car Springfield, Ohio, One Buffalo-Springfield five-ton Tandem 4-cylinder Motor Roller fully equipped for rolling asphalt, for the sum of Thirty-one hundred seventy (\$3170.00)dollars.

Terms: Thirty-one hundred seventy (\$3170.00) dollars Cash or its equivalent within 15 days from date of delivery in good condition.

Without additional cost to you we will furnish the services of an operator to assist in unloading the new roller and to instruct your engineer in the proper care and use of the roller.

GUARANTEE.

We guarantee said roller if properly operated to have ample power to do any and all kinds of work for which it is intended, to be made of the best materials and workmanship, and to be durable with proper care. We further agree to furnish free of charge for the period of one (1) year from date of delivery, any part that may prove to be defective in workmanship or material, upon receipt of notice and return of such defective part to our works. No verbal agreements or understandings not mentioned in this proposal shall be binding.

Accepted - Subject to ratification by Common Council

This 3rd day of January 1929.

By _____
City of Fort Wayne

The Buffalo-Springfield Roller Co.
By W. H. McClenen.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into on the 3rd day of January 1929, by and between the city of Fort Wayne by and through its Board of Public Works and the Buffalo-Springfield Roller Company for the purchase of one Buffalo-Springfield five-ton Tandem 4-cylinder Motor Roller to be used by the City Street Department, as more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

J. M. Stouder

Done at the Council Chamber the 22nd day of January, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of January, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1448.

Ben. F. Bennett
President

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 31st day of January, 1929.
Leonard H. Ellenwood,
City Clerk.

Approved this 2nd day of February, 1929.

W. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1449

An ordinance authorizing the Board of Public Works to sell three (3) Ford cars used in the City Light Department, and certain junk from the Street, Water and City Light Departments.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

SECTION 1. That the Board of Public Works be and is hereby authorized to sell and dispose of three (3) Ford cars used in the City Light Department, and certain junk including old garbage collection trucks, old copper; lead pipe and scrap iron in the City Street, Water and Light Departments, and cause to be filed its petition by and through the City Attorney to the Allen Circuit Court for appraisors to appraise said property.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Harry F. Zimmerman.

Done at the Council Chamber the 22nd day of January, 1929, City of Fort Wayne, Indiana.

I HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of January, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1449.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 31st day of January, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 2nd day of February, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1450.

An Ordinance regulating the use of Billiard Tables, Pool Tables, Bowling and Pin Alleys and Shooting Galleries.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That it shall be unlawful for any person to have or keep for public use and for gain within the said City any billiard table, pool table, bowling or pin alley or shooting gallery, unless such person shall have prior thereto secured a license from the City Comptroller as hereinafter provided.

SECTION 2. Whenever any person shall desire to have and keep for public use and for gain billiard table, pool table, bowling alley or pin alley or shooting gallery, such person shall pay to the City Controller the sum of Ten (\$10.00) dollars for each billiard table, pool table and shooting gallery and the sum of Five (\$5.00) dollars for each bowling and pin alley that he shall own and keep, and the City Controller shall issue to such person a license, stating the number of tables, alleys and galleries for which such license has been issued. Such license shall be conspicuously displayed in the place where such tables, alleys and shooting galleries are kept and maintained. All licenses shall expire on the 31st day of December of each year.

SECTION 3. Any person violating any of the provisions of this ordinance or failing to comply with the same, shall be fined in any sum not exceeding One Hundred (\$100.00) dollars, and each day shall constitute a separate offense for each such table, alley and gallery.

SECTION 4. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor and its legal publication.

James A. Liggett

Done at the Council Chamber the 22nd day of January, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of January, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1450.

Ben. F. Bennett.
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 31st day of January, 1929.

Leonard H. Ellenwood
City Clerk

Approved this 2nd day of February, 1929.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1451

An Ordinance ratifying and approving a contract between the City of Fort Wayne, by and through its Board of Public Works and Henry Wehrenberg and Sons, for the construction of an addition to the Power Plant of the City Light and Power Works.

WITNESSETH, on the 18th day of December, 1928 the City of Fort Wayne by and through its Board of Public Works entered into a contract with Henry Wehrenberg and Sons for the construction of an addition to the City Power Plant of the City Light and Power Works, which contract is in the following words and figures:

C O N T R A C T

This agreement made and entered into this 18th day of December, 1928, by and between Henry Wehrenberg and Sons of the County of Allen, State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part:

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools necessary for the construction of an addition to the power plant building of the City Light and Power Works of the City of Fort Wayne, Indiana, including the construction of turbine, condenser and pump foundations and the wrecking and removal of parts of the present building and to construct the same in strict accordance with the plans and specifications prepared by The Froenlich & Emery Engineering Company and now on file in the office of the Board of Public Works, and the attached proposal, (except as specifically noted in this contract) all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to-wit:

Ninety Seven Thousand, Nine Hundred Eighty-Four Dollars and No Cents, (\$97,984.00).

Payments are to be made in accordance with paragraph no.18 "Estimates" of the attached general specifications.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first have been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN TESTIMONY WHEREOF, we, the foregoing named parties, hereunto set our hands and seal on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA.

By Wm. Beck.
Tom Snook
W. S. O'Rourke
BOARD OF PUBLIC WORKS.

Henry Wehrenberg & Sons
By Paul Wennerberg
Contractor, party of the first Part

Mayor.

Approved as to Form and Legality
By _____

Attest: Agatha E. Diek
Sec'y.

Approved:
The Froenlich & Emery
Engineering Co.
Jas. R. Emery

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into on the 18th day of December, 1928, by and between the City of Fort Wayne by and through its Board of Public Works and Henry Wehrenberg and Sons for the construction of an addition to the city Power Plant of the City Light and Power Works, as more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

J. M. Stouder.

Done at the Council Chamber the 22nd day of January, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of January, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1451.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 31st day of January, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 2nd day of February, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1452.

An Ordinance creating the position of Lieutenant in the Fire Department and fixing the salary for the same.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That hereafter there shall be four (4) lieutenants in the Fire Department of the City of Fort Wayne, ranking next to the Captain, two of whom be stationed at No. One Engine House and two stationed at No Three Engine House. Said lieutenants shall be paid a salary at the rate of One Hundred fifty-seven and 50/100 (\$157.50) dollars per month.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Jacob M. Stouder.

Done at the Council Chamber the 12th day of February, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of February, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1452.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 18th day of February, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 19th day of February, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1453

AN ORDINANCE AUTHORIZING THE BOARD OF PUBLIC WORKS TO SELL ONE KELLY
TANDEM STEAM ROLLER USED BY THE CITY STREET DEPARTMENT.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Board of Public Works be and is hereby authorized to
sell and dispose of One Kelly Tandem Steam Roller used in the City Street Depart-
ment, and cause to be filed its petition by and through the City Attorney to the
Allen Circuit Court for appraisors to appraise said property.

SECTION 2. That this ordinance be in full force and effect on and after its
passage and approval by the Mayor.

A. C. Voelker

Done at the Council Chamber the 12th day of February, 1929, City of Fort Wayne, In-
diana:

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, In-
diana, at a regular meeting, held on the 12th day of February, 1929, by a majority
vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1453.

Ben. F. Bennett.
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 18th day of February, 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 19th day of February, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1454.

An Ordinance regulating the width of drive-way from streets to lot lines and regulating the lowering and cutting of curbs.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE; INDIANA:

SECTION 1. That no driveway leading from any street, to the lot line of any lot shall exceed twenty (20) feet in width where the same intersects with a street, or where the same crosses a sidewalk; and no curbing of any street shall be lowered, or cut to a greater width than twenty (20) feet for the purpose of providing egress and ingress to and from any street to any lot; except in case of a corner lot, one such driveway or one such lowering or cutting of curbing may be made to reach each street upon such lot borders. The Board of Public Works shall hereafter issue no permit except in compliance with this ordinance.

SECTION 2. That any person, firm or corporation violating any of the provisions of this ordinance or failing to comply with the same, shall be fined in any sum not less than Ten (\$10.00) dollars and not more than One hundred (\$100.00) dollars, and each day shall constitute a separate offense.

SECTION 3. That this ordinance is cumulative of existing ordinances and does not repeal any existing ordinances except insofar as such existing ordinances are in conflict herewith and to the extent only as is necessary to give such force and effect to this ordinance.

SECTION 4. That this ordinance shall be in full force and effect on and after its passage, approval by the Mayor and its legal publication.

A. C. Hape

Done at the Council Chamber the 12th day of February, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of February, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1454.

Ben. F. Bennett.
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 18th day of February, 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 19th day of February, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1455.

AN ORDINANCE AMENDING SECTION ONE OF GENERAL ORDINANCE #1136, THE SAME BEING "AN ORDINANCE AMENDING SECTION 3- 8 and 26 OF GENERAL ORDINANCE #872, AND AMENDING SECTIONS 1-2- and 3 OF GENERAL ORDINANCE #1083" PASSED APRIL 24th, 1923
As amended February 1 , 1929. F.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That section one of General Ordinance No. 1136 as above described, be amended to read as follows, to-wit:

"SECTION 3- All articles intended and held for sale on said farmers' and producers' retail market may be offered for sale on Tuesday, Thursday and Saturday of each week between the hours of 5 o'clock A. M. and 12 o'clock noon and on Wednesday and Friday of each week from April 1st to October 1st between the hours of 8 o'clock A. M. and 10 o'clock P. M. and from October 1st to April 1st between the hours of 4 o'clock P. M. and 9 o'clock P. M. and at no other days nor at any other hours, and it shall be unlawful for any person, firm or corporation to sell or offer for sale on said market any article of any kind or character except on said days and during said hours respectively. For the purpose of preparing for the opening of market, the annual or daily renter of any stall or stand may place a vehicle from which said sales are conducted in place at the stall or stand so rented by him within the half hour preceeding the hour prescribed herein for the opening of the market and for the purpose of cleaning his stall or stand and removing unsold commodities he shall be permitted to allow his said vehicle to remain in place at such stand or stall during the half hour immediately following the hour designated herein for the closing of the market. It shall be unlawful, except as herein provided, for any annual or daily renter of any stall or stand to have any vehicle, from which he sells, intends to sell, or has sold any commodities on such market, on said market place in any manner contrary to the ordinance of the city regulating the parking of vehicles generally."

SECTION 2. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor and its legal publication.

Ralph Clark.

Done at the Council Chamber the 12th day of February, 1929 City of Fort Wayne, Indiana.
WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of February, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1455.

Ben. F. Bennett
President.

Leonard H. Ellenwood.
City Clerk.

Presented to the Mayor for approval on the 18th day of February 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 19th day of February 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO. 1456.

An Ordinance regulating the use of streets, alleys, and other public places in the city of Fort Wayne, and repealing all ordinances or parts of ordinances in conflict herewith.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. It shall be unlawful for any person, firm or corporation to obstruct the free passage along and upon any street, alley or sidewalk, space between sidewalk and curbing or commonly traveled portion of a street or any other public place, and to place or allow or permit to be placed upon such street, alley, sidewalk or space between sidewalk and curbing or commonly traveled portion of street, or any other public place, any thing or object whatsoever, so as to obstruct or block the use thereof, or so as to endanger the life and limb, or property of others using such passage.

SECTION 2. It shall be unlawful for any person, firm or corporation to ride, drive or move or allow or permit to be ridden, driven or moved any vehicle or animal along and across any sidewalk, curbing or space between sidewalk and curbing, unless such sidewalk and space between sidewalk and curbing shall be properly protected by planks or other suitable protection and said curbing adequately planked, and then only when such person, firm or corporation shall have prior thereto filed with the City Controller a bond with sufficient freeholders as surety or a surety company thereon, in the principal sum of Five hundred (\$500.00) dollars, indemnifying the City of Fort Wayne against loss by reason of any breakage, or injury or damage because of such use. One such bond be sufficient for each person, firm or corporation for and during each year, but the amount of recovery because of any such breakage, injury or damage shall not be limited to the principal sum of such bond.

SECTION 3. Any person, firm or corporation violating any of the provisions of this ordinance, or failure to comply with the same, shall be fined in any sum not exceeding One hundred (\$100.00) dollars; provided, however, that the provisions of section two of this ordinance shall not apply to the use of lawfully constructed driveway leading from a street to any lot.

SECTION 4. That all ordinance or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor and its legal publication.

S. Harry Fisher.

Done at the Council Chamber the 12th day of February, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of February, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1456.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 18th day of February 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 19th day of February, 1929.

M. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1457.

An Ordinance regulating the wrecking, razing and tearing down of building houses, barns, and other structures.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That it shall be unlawful for any person, firm or corporation to wreck, raze and, or tear down any barn, house, building or other structure upon any premises within the said City, when by such wrecking, razing and tearing down, any portion of a street, alley, sidewalk or other public place is used, blocked or obstructed in any manner or where such building, house, barn or other structure is within fifty (50) feet of any such street, alley, sidewalk or other public place, unless such person, firm or corporation shall have paid a permit fee of One Dollar and received a permit so to do from the Building Department of the City of Fort Wayne, and shall have posted with the City Controller, a bond, with surety approved by said Controller in the principal sum of Two Thousand (\$2,000.00) dollars payable to the City of Fort Wayne and indemnifying and holding harmless the said city from any damage or loss by reason of or as a consequence of such wrecking, razing, or tearing down. This term building herein shall mean any partially constructed building and/or remains or ruins of a partially destroyed barn, house, building or other structure.

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or failing to comply with any of the same, shall be fined in any sum not less than Ten (\$10.00) Dollars and not to exceed Three Hundred (\$300.00) dollars.

SECTION 3. This ordinance is cumulative of existing ordinances and does not repeal any existing ordinances except insofar as such existing ordinances are in conflict herewith and to the extent only as is necessary to give such force and effect to this ordinance.

SECTION 4. This ordinance shall be in full force and effect on and after its passage and approval by the Mayor, and its legal publication.

S. Harry Fisher.

Done at the Council Chamber the 12th day of February, 1929 City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of February, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1457.

Ben. F. Bennett.
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 18th day of February, 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 19th day of February, 1929.

W. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1458.

An Ordinance creating Safety Zones and regulating the use of same.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That upon the east side of Clinton Street, adjacent to the rail of the present car tracks and at the south side of each intersection with Main, Berry, Wayne, Washington and Jefferson Streets, safety zones shall be established under the direction of the Board of Public Safety. These safety zones shall be three and one-half (3½) feet in width and thirty-five (35) feet in length and so constructed as to be convenient for the purpose of giving safety to pedestrians or persons attempting to board or alight from street or interurban cars. And it shall be unlawful for any person to drive any animal, or to drive, push or operate any vehicle over, across or upon any portion of said safety zones.

SECTION 2. Any person violating any of the provisions of this ordinance shall be fined in any sum to exceed Fifty (\$50.00) dollars.

SECTION 3. That this ordinance shall be in full force and effect on and after its passage, approval by the Mayor and its legal publication.

Jacob H. Stouder.

Done at the Council Chamber the 14th day of February, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of February, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1458.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 18th day of February, 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 19th day of February, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1459.

An Ordinance authorizing the City of Fort Wayne to sell certain generators, turbines, condensers and other auxiliary equipment used in the City Light Department and two automobiles used by the Board of Public Works and the City Light Department, as amended this 12th day of February 1929.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the Board of Public Works is hereby authorized to sell and dispose of one General Electric Company A. C. Generator No. 181675, 500 K.W.; one G.E.A.C. Generator no. 1 1675, 500 K.W.; one G.E. Curtis Steam Turbine No. 4467, 500 K.W.; one G.E. Curtis Steam Turbine No. 4468, 500 K.W. together with the condensers and other auxiliary equipment used with said turbines, and two automobiles used by the Board of Public Works namely; one Buick Sedan, Motor No. 1340362 and one Ford Coupe, motor No. 14454354 and one Ford Coupe, motor no. 8336021 used in the city light department, and to file its petition by and through the city attorney with the Allen Circuit Court for the appointment of appraisers to appraise said property.

Section 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

S. H. Fisher

Done at the Council Chamber this 12th day of February, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of February, 1929 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO 1459.

Ber. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 18th day of February, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 19th day of February 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO 1461.

An Ordinance ratifyng and approving a contract by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the General Electric Company, for the furnishing of Transformers to be used in the City Light Department beginning December 1st, 1928, and ending December 1st, 1929.

WHEREAS, on the 7th day of January, 1929, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with the General Electric Company for the furnishing of transformers to be used in the City Light Department from December 1st, 1928, to December 1st, 1929 which contract is in the following words:

Board of Public Works, Fort Wayne, Indiana.
DISTRIBUTION TRANSFORMERS
ANNUAL PURCHASE AGREEMENT

(G.E.)

Fort Wayne, Ind.-----19----

GENERAL ELECTRIC COMPANY,
FORT WAYNE, INDIANA.

Gentlemen:

We agree to purchase from you, f.o.b. point of shipment, oil-immersed, self-cooled, distribution transformers, sizes 500 kv-a. and less, for use on circuits up to and including 66,000 volts, with secondaries designed for lighting, motor and distribution service, during the period beginning December 1, 1928 and ending December 1, 1929.

In consideration of this agreement, transformers purchased hereunder will be billed at a discount of 48-10c/o per cent from current list prices, subject to such modifications as you may make on shipment from warehouse as outlined on form 12752 attached, and subject to changes in discounts.

Our normal requirements will consist of transformers described on the attached price sheets as follows:

TYPE	CYCLES	CAPACITIES	FOR USE ON THE FOLLOWING VOLTAGE CIRCUITS	PRICE SHEET NUMBER
H	60	1.5-200Kva	23000-115/230	12641

It is understood that all apparatus is sold subject to our right of inspection and test after acceptance, and that your responsibility after acceptance is limited to repair or replacement f.o.b. factory of any parts which prove defective in workmanship or material within one year from date of shipment. You will not be liable for delay caused by fire, strike, civil or military authority, insurrection or riot, or other causes beyond your control.

Terms of payment shall be the same as we secure from you from time to time on ordinary purchase of apparatus and supplies.

Yours very truly,

Accepted Jan. 7, 1929
GENERAL ELECTRIC COMPANY,
By R. I. Parker

District Mgr.

Central Station Dept.

Approved
and
filed

Wm. Beck
Tom Snook

William S. O'Rourke

Board of Public Works.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into on the 7th day of January, 1929, by and between the City of Fort Wayne, Indiana, by and through its Boards of Public Works and the General Electric Company, as more fully set out in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Harry F. Zimmerman

Done at the Council Chamber the 12th day of February, 1929, City Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of February, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1461

Ben. F. Bennett

President.

Leonard H. Ellenwood

City Clerk.

Presented to the Mayor for approval on the 18th day of February, 1929.

Leonard H. Ellenwood.

City Clerk.

Approved this 19th day of February, 1929.

Wm. C. Geake.

Mayor

GENERAL ORDINANCE NO. 1462.

An Ordinance ratifying and approving a contract between the City of Fort Wayne, by and through its Board of Public Works and J. F. Gummer and Sons, for the erection of a one story brick building for an Electric Light and Power Station.

WHEREAS, on the 12th day of February, 1929, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with J. F. Gummer and Sons for the erection and construction of a one story brick building for an electric light and power station, which contract is in the following words and figures, to-wit;

CONTRACT.

This agreement made and entered into this 12th day of February, 1929, by and between the City of Fort Wayne, by and through its Board of Public Works, hereinafter called Board, and J. F. Gummer and Sons, hereinafter called Contractor, witnesseth:

That for and in consideration of Twenty-eight Hundred, Thirty-five (\$2835.00) Dollars said Contractor agrees to erect and construct upon Lots numbers Thirty-five (35) and Thirty-six (36) Whites Second Addition, located at 1426 and 1432 Dubois Street, to the City of Fort Wayne, Allen County, Indiana, a one story brick building for an electric light and power station, which said brick building shall be built according to detailed plans and specifications on file at the office of said Board and Superintendent of Light and Power, which said plans and specifications are by reference made a part hereof. Said building is to be built in a good and workmanlike manner according to the plans and specifications referred to and shall be placed upon said lots hereinabove described in such position and in such manner as may be designated by said Board.

Contractor further agrees to do and perform all of said work to the entire satisfaction of said Board. Said Contractor will begin the construction of said building immediately upon the execution and ratification of this contract, and will complete the same within ninety (90) days of the date of beginning. Upon the completion of the construction of said building and the acceptance of the same by said Board, and upon a satisfactory showing to said Board that all of the costs for material and labor have been paid, said Contractor shall receive the consideration herein set out in full. If said Contractor shall fail to pay for any of the materials or pay the cost of labor used or employed in the construction of said building, then the said Board may pay for said materials to the persons furnishing same or pay for said labor and deduct the amounts thereof from the contract price. To each of the conditions and stipulations of this contract the undersigned bind themselves, their heirs, administrators, successors and assigns.

In witness whereof the parties have hereto set their hands and seals the day and year first above written.

CITY OF FORT WAYNE.

By Wm. Beck.

Tom Snook

Wm. C. Geake
MAYOR.

BOARD OF PUBLIC WORKS.

J.F. Gummer & Sons.

CONTRACTOR.

Otto Gummer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into on the 12th day of February 1929, between the City of Fort Wayne, by and through its Board of Public Works and J. F. Gummer and Sons for the erection and construction of a one story brick building for an Electric Light and Power Station, as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Harry F. Zimmerman

Done at the Council Chamber the 26th day of February, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of February, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1462.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 6th day of March, 1929.

Leonard H. Ellenwood.
City Clerk.

Approved this 12th day of March, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE #1463.

An Ordinance regulating the use and markings upon automobiles owned and used by the City of Fort Wayne, as amended February 26, 1929.

Be it ordained by Common Council of the City of Fort Wayne, Indiana.

SECTION 1. It shall be the duty of the members of each board or the directing heads of each department, except the police department to paint or cause to be painted on both sides of each automobile used in such department, in plain letters of not less than three and not more than four inches in size, the name of such department together with the words "City of Fort Wayne," and each such automobile shall bear license plates issued to said City by the Secretary of State of Indiana.

SECTION 2. That all cars with the exception of police cars shall be in City garages each night, when not in actual service, unless given special permission by the Mayor.

SECTION 3. Any person failing to comply with the provisions of this ordinance shall be fined in any sum not less than Fifty (\$50.00) Dollars and not more than One Hundred (\$100.00) Dollars.

SECTION 4. This Ordinance shall be in full force and effect upon and after its passage, approval by the Mayor, and its legal publication.

A. O. Pape.

Done at the Council Chambers the 26th day of February, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of February, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1463.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 6th day of March, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 12th day of March, 1929.

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO. 1464.

An Ordinance ratifying and approving a contract between the City of Fort Wayne, by and through its Board of Public Works and John Dehner, Inc., for the dredging and grading of the channel and banks of the Maumee River south of Lakeside Bridge.

WHEREAS, on the 12th day of February, 1929, the city of Fort Wayne, by and through its Board of Public Works entered into a contract with John Dehner, Inc., for the dredging and grading of the channel and banks of the Maumee River south of the Lakeside Bridge, which contract is in the following words and figures, to-wit;

AGREEMENT.

THIS AGREEMENT made and entered into this 12th day of February, 1929, by and between the City of Fort Wayne by and through its Board of Public Works, as first party, and John Dehner, Inc., a corporation organized and operating under the laws of the State of Indiana, as second party, hereinafter designated the contractor.

WITNESSETH, That the said second party in consideration of agreement herein-after contained agrees to furnish all labor, materials, tools and equipment and to perform all work necessary to the dredging and grading of the channel and banks of the Maumee River from the south line of Main Street as defined by the south line of Columbia Avenue or Lakeside Bridge to a point approximately one hundred sixty (160) feet south thereof, all in accordance with plans, profiles, cross-sections and specifications on file in the office of the Board of Public Works of the City of Fort Wayne, which by reference are hereby made a vital and integral part of this agreement as fully and completely as if herein written, and also in accordance with stakes for line and grade to be set by and in accordance with directions to be given by A. K. Hofer, Civil Engineer, employed by said first Party or his duly authorized assistants.

The contractor further agrees to begin the performance of work herein contemplated immediately upon execution and approval of this contract, and to prosecute said work with reasonable speed and diligence continuously until completed, and agrees further that he will complete all of the work contemplated by this agreement on or before the first day of June, 1929, unless prevented by specific orders to the contrary by the said first party or its engineer, or unless prevented by acts of Providence or unfavorable conditions of weather, in any of which event an extension of time corresponding to the delay shall be granted for each and every day of delay due in the opinion of the Engineer to any of such excepted causes.

IN CONSIDERATION of the foregoing covenants and agreements on the part of the contractor, the first party agrees to and hereby binds itself to pay to the contractor, on completion of the entire work described in the plans, profiles and specifications above referred to, a sum equivalent to the total number of cubic yards of earth removed from the channel and banks of said rivers as shall be finally estimated and determined by said engineer, multiplied by the price of sixty-five cents (\$.65) per cubic yard as submitted by said contractor in his proposal to said first party on February 12, 1929, which proposal is by reference made a part of this contract; said total cost and payment to be made in full upon the completion of the entire work contemplated by the plans, profiles and specifications aforesaid to the satisfaction of the Board of Public Works and the aforesaid engineer.

It is understood that no assignment of this contract nor any rights hereunder or money becoming due second party shall be made without the written consent of the Board of Public Works and any assignment in violation of this provision will be considered and agreed as absolutely void.

It is further agreed that the acceptance of the work provided for in this contract of payment therefor shall not constitute a waiver on the part of the City of any of the provision of contract, plans and specifications, nor shall it release said second party or his surety upon the bond for the faithful performance or guaranty thereof, nor shall the final acceptance of the work be prima facie evidence of the performance of any of the provisions of this contract except to the extent of entitling said second party to receive the prices therefor.

The contractor agrees to pay any and all money's due to any sub-contractor, material man or laborer on said work and the contractor and the surety on its liability bond shall be jointly and severally liable on such bond to such sub-contractor, material man and laborer for any moneys due or becoming due to them or either of them, The Board reserves the right in event any lien or claim is filed or that any work or material remains unpaid for, to hold from any sum due and owing second party a sum sufficient to pay any and all such liens and claims. The Board is to have power to refuse payment to the contractor until it has been satisfactorily assured that all liens and claims have been paid and that all sub-contractors, material men and laborers have been fully paid for materials furnished or labor performed. The decision of the Board as to the sufficiency of the proof offered is to be final and binding.

It is further agreed by said contractor that he will take out and secure insurance under the laws of the state of Indiana insuring the payment of compensation to any of its workmen who may be injured in the performance of the work contemplated by this agreement, and who may become entitled to the payment of compensation under the laws of the State of Indiana in such a way as to fully protect and save the first party harmless from any liability under the laws of the State of Indiana for the payment of workmen's compensation to any employe of the Contractor who may be so injured during the progress of said work; and shall give to said first party a Public Liability Bond agreeing to indemnify the first party against any loss, damage, cost or expense by reason of any claim for damage that may be made by anyone against the first party arising out of any act of negligence on the part of the contractor or its employes during the

the progress of such work, and will further furnish to the first party a bond in the sum of five thousand dollars (\$5000.00) conditioned for the faithful performance of this contract on the part of the contractor.

It is further agreed that the contractor will clear the entire premises in which the dredging is to be done of all shrubs, rubbish and obstruction as may be directed by the engineer, to enable the engineer to obtain accurate levels over the entire area previous to the beginning of dredging operations and that such levels shall be mutually accepted as final in the determination by the engineer of the quantities of earth removed and transported.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year above written.

FIRST PARTY

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE.

By Wm. Beck
Tom Snook

SECOND PARTY

John Dehner Inc.
By John Dehner, Sec.-Treas.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into on the 12th day of February, 1929 by and between the City of Fort Wayne, by and through its Board of Public Works and John Dehner, Inc. for the dredging and grading of the channel and banks of the Maumee River south of Lakeside Bridge, as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Harry F. Zimmerman

Done at the Council Chamber the 26th day of February, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of February, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1464.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 6th day of March, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 12th day of March, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE No. 1465.

An Ordinance fixing the precinct boundary lines for the Primary and General Elections to be held in 1929.

SECTION 1.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,

That the city of Fort Wayne and the wards of said City be divided into election precincts for the primary and general elections to be held in 1929, as follows:

Precinct 1.

All that part of the city of Fort Wayne lying north of State Boulevard, east of the center line of Crescent Avenue, south of the south line of Lot 12 in St. Joseph Park Addition, east of the center line of Oak Grove Avenue from said property line of Lot 12 to the north line of Paramount Addition Extended, south of the north line of Paramount Addition Extended, west of the center line of Leroy Street from the north line of Paramount Addition Extended to Vance Avenue, south of the center line of Vance Avenue from Leroy Street to Beacon Street and west of the center line of Beacon Street.

Precinct 2.

All that part of the City of Fort Wayne lying north of the center line of Forest Avenue and Forest Avenue extended west to St. Joseph River, east and south of the St. Joseph River, west of the city limits line from St. Joseph River to Crescent Avenue and west of the center line of Crescent Avenue.

Precinct 3

All that part of the City of Fort Wayne lying east of the center line of Crescent Avenue, south of the center line of State Boulevard, north of the center line of Vermont Avenue and west of the city limits (west property line of Reformed Orphans Home).

Precinct 4.

All that part of the City of Fort Wayne lying west of the center line of Crescent Avenue, south of the center line of Forest Avenue and Forest Avenue extended west to the St. Joseph River, east of the St. Joseph River and north of the center line of Tennessee Avenue.

Precinct 5.

All that part of the City of Fort Wayne lying east of the center line of Crescent Avenue, south of the center line of Vermont Avenue, north of the Maumee River and west of the city limits.

Precinct 6.

All that part of the City of Fort Wayne lying south of the center line of Tennessee Avenue, east of the St. Joseph River, north of the Maumee River, and west of the center line of Crescent Avenue.

Precinct 7.

All that part of the City of Fort Wayne lying south of the Maumee River and St. Mary's River, east of the center line of Clay Street, north of the center line of Madison Street and west of the center line of Harmar Street.

Precinct 8.

All that part of the City of Fort Wayne lying south of the center line of Madison Street and the center line of Hayden Street from Gay Street to Harmar Street, east of the center line of Clay Street, west of the center line of Gay Street from the right-of-way of the Pittsburgh, Fort Wayne & Chicago railroad and Wabash railroad to Hayden Street, and west of the center line of Harmar Street from Hayden Street to Madison Street and north of said railroad.

Precinct 9.

All that part of the City of Fort Wayne lying south of the center line of Northwood Avenue, west of the center line of Clinton Street from Northwood Avenue to the north line of Penn Place Addition, south of the north line of Penn Place Addition and said north line extended east to St. Joseph River, east of the right-of-way of the New York Central Railroad, north of the center line of Elizabeth Street and west of the St. Joseph River.

Precinct 10.

All that part of the City of Fort Wayne lying north of the St. Mary's River, west of the St. Joseph River, east of the right-of-way of the New York Central Railroad, and the center line of Harrison Street from said railroad to the St. Mary's River and south of the center line of Elizabeth Street extended west to the right-of-way of the New York Central Railroad.

Precinct 11.

All that part of the City of Fort Wayne lying north of the center line of Washington Boulevard, east of the center line of Calhoun Street, west of the center line of Clay Street, and south of the St. Mary's River.

Precinct 12.

All that part of the City of Fort Wayne lying south of the center line of Washington Boulevard, east of the center line of Calhoun Street, west of the center line of Clay Street and north of the Pennsylvania Railroad.

Precinct 13.

All that part of the City of Fort Wayne lying south of the St. Mary's River and north of Pennsylvania Railroad, west of the center line of Calhoun Street and east of the center line of Webster Street to Baker Street south of the center line of Baker Street from Webster Street to McClellan Street, and east of the center line of McClellan Street from Baker Street to the Pennsylvania Railroad.

Precinct 14.

All that part of the City of Fort Wayne lying south of the Wabash Railroad, east of the center line of Hoagland Avenue, north of the center line of DeWald Street and west of the center line of Calhoun Street.

Precinct 15.

All that part of the City of Fort Wayne lying south of St. Mary's River and north of the center line of Washington Boulevard, west of the center line of Webster Street and east of the center line of Broadway to the center line of Greeley Street, north of the center line of Greeley Street from Broadway to the center line of Van Buren Street, and east of the center line of Van Buren Street from Greeley Street to the St. Mary's River.

Precinct 16.

All that part of the City of Fort Wayne lying south of the center line of Washington Boulevard north of the Pennsylvania Railroad, east of the center line of Broadway and west of the center line of Webster Street to the center line of Baker Street, north of the center line of Baker Street from Webster Street to the center line of McClellan Street and west of the center line of McClellan Street from Baker Street to the Pennsylvania Railroad.

Precinct 17.

All that part of the City of Fort Wayne lying south of the Pennsylvania Railroad, east of the center line of Broadway, north of the center line of DeWald Street, and west of the center line of Hoagland Avenue.

Precinct 18.

All that part of the City of Fort Wayne lying east of the St. Mary's River, west of the center line of Van Buren Street from St. Mary's River to the center line of Greeley Street, south of the center line of Greeley Street from Van Buren Street to Broadway, west of the center line of Broadway and north of the center line of the alley between Washington Boulevard and West Wayne Street.

Precinct 19.

All that part of the City of Fort Wayne lying north of the Pennsylvania Railroad, west of the center line of Broadway, east of the St. Mary's River and south of the center line of the alley between Washington Boulevard and West Wayne Street and south of the St. Mary's River.

Precinct 20.

All that part of the City of Fort Wayne lying south of the right-of-way of the New York, Chicago & St. Louis Railroad, west of the St. Mary's River, east of the Lake Erie & Western Railroad to Watkins Street, and east of the center line of Watkins Street extended south to the St. Mary's River and north of the St. Mary's River.

Precinct 21.

All that part of the City of Fort Wayne lying north of the Pennsylvania Railroad, east of the center line of Lindenwood Avenue, and center line of Illinois Road from Pennsylvania Railroad to Lindenwood Avenue, south of the center line of the right-of-way of the New York, Chicago & St. Louis Railroad, to its intersection with the Lake Erie & Western Railroad, and west of Watkins Street extended to St. Mary's River and west of the St. Mary's River and west of the Lake Erie & Western Railroad from Watkins Street to the intersection with the New York, Chicago & St. Louis Railroad.

Precinct 22.

All of that part of the City of Fort Wayne bounded as follows: Commencing at the intersection of the Pennsylvania Railroad and the center line of McKinley Avenue produced to said railroad, thence east along the south right of way line of said railroad to the St. Mary's River; thence southerly along the west bank of the St. Mary's River to the center line of Engle Road produced east to said River; thence west along the center line of Engle Road to the west line of Indian Village Addition; thence north along the west line of Indian Village Addition to the east right-of-way line of the Wabash Railroad; thence along the east right-of-way line of the Wabash Railroad to the center line of Nuttman Avenue or Dutch Road; thence east along the center line of Nuttman Avenue or Dutch Road to Brooklyn Avenue; thence along the center line of Brooklyn Avenue to the north property line of Miller Road to the west line of T. C. Young's Addition; thence north on the west lines of T. C. Young's Addition and Rietdorf's Addition to Carlton Avenue; thence west along the center line of Carlton Avenue extended west to McKinley Avenue; thence north along the center line of McKinley Avenue to the place of beginning.

Precinct 23.

All that part of the City of Fort Wayne lying south of the Pittsburgh, Fort Wayne & Chicago Railroad and the Illinois Road from said railroad to the Huntington Road and south of the Huntington Road from the Illinois Road to Ardmore Avenue, east of the center line of Ardmore Avenue from the Huntington Road to the center line of Carlton Avenue extended west to Ardmore Avenue, north of the center line of Carlton Avenue extended west to Ardmore Avenue and west of the center line of McKinley Avenue and McKinley Avenue extended north to the Pittsburgh, Fort Wayne & Chicago Railroad.

Precinct 24

All that part of the City of Fort Wayne lying west of the center line of Thompson Avenue and Garden Street, north of the Wabash Railroad, east of the St. Mary's River and south of the Pennsylvania Railroad.

Precinct 25

All that part of the City of Fort Wayne lying south of the right-of-way of the Pittsburgh, Fort Wayne & Chicago Railroad, west of the center line of Broadway, north of the Wabash Railroad, and east of the center lines of Thompson Avenue and Garden Street.

Precinct 26

All that part of the City of Fort Wayne lying east and north of the St. Mary's River, south of the Wabash Railroad and west of the center line of Broadway to the Broadway and Bluffton Road bridge.

Precinct 27

All that part of the City of Fort Wayne lying east of the center line of Broadway, south of the center line of DeWald Street, west of the center line of South Wayne Avenue and South Wayne Avenue produced north to the center line of DeWald Street, and north of the center line of Home Avenue.

Precinct 28

All that part of the City of Fort Wayne lying south of the center line of Home Avenue, west of the center line of South Wayne Avenue, north of the center line of Kinsmoor Avenue, and east of the center line of Broadway.

Precinct 29

All that part of the City of Fort Wayne lying south of the center line of Kinsmoor Avenue, east of the center line of Broadway, from Kinsmoor Avenue to the Broadway and Bluffton Road bridge, east of the St. Mary's River from said bridge to Rudisill Boulevard, north of the center line of Rudisill Boulevard and west of the center line of South Wayne Avenue.

Precinct 30

All that part of the City of Fort Wayne lying south of the center line of Rudisill Boulevard east of the St. Mary's River, west of the center line of the Hartman Road from the St. Mary's River north to the center line of Pettit Avenue extended west to the Hartman Road and north of Pettit Avenue extended to the center line of Hartman Road and west of the center line of South Wayne Avenue.

Precinct 31

All that part of the City of Fort Wayne lying south of Wabash Railroad, east of the center line of Calhoun Street, west of the center line of Hanna Street and north of the center lines of Buchanan and Williams Streets.

Precinct 32

All that part of the City of Fort Wayne lying south of the center line of Williams Street and Buchanan Street, east of the center line of Calhoun Street; north of the center line of Creighton Avenue and west of the center line of Hanna Street.

Precinct 33

All that part of the City of Fort Wayne lying east of the center line of Calhoun Street, south of the center line of Creighton Avenue, west of the center line of Hanna Street and north of the center line of Pontiac Street.

Precinct 34

All that part of the City of Fort Wayne lying south of the center line of Pontiac Street, east of the center line of Calhoun Street, north of the center lines of Wildwood Avenue, and Colerick Street from Warsaw Street to Hanna Street, and west of the center line of Hanna Street.

Precinct 35

All that part of the City of Fort Wayne lying south of the center lines of Wildwood Avenue and of Colerick Street from Warsaw Street to Hanna Street east of the center line of Calhoun Street, north of the center line of Rudisill Boulevard, west of the center line of Hanna Street.

Precinct 36

All that part of the City of Fort Wayne lying south of the center line of Rudisill Boulevard, east of the center line of Calhoun Street, north of the center line of Pettit Avenue and west of the center line of Hanna Street.

Precinct 37

All that part of the City of Fort Wayne lying south of the Maumee River, east of the center line of Harmar Street, north of the center line of Washington Boulevard, and west of the center line of Anthony Boulevard.

Precinct 38

All that part of the City of Fort Wayne lying south of the center line of Washington Boulevard, east of the center line of Harmar Street, north of the center line of Lewis Street and west of the center line of Anthony Boulevard.

Precinct 39

All that part of the City of Fort Wayne lying south of the center line of Lewis Street, east of the center line of Harmar Street and of Gay Street from Hayden Street to the Pennsylvania Railroad and north of the Pennsylvania Railroad and of the center line of Hayden Street from Harmar Street to Gay Street and west of the center line of Anthony Boulevard.

Precinct 40

All that part of the City of Fort Wayne lying south of the Maumee River, east of the center line of Anthony Boulevard, north of the Wabash Railroad, west of the east lines of Harvester View 1st and 2nd Additions, Maumee Avenue Acre Addition and Kitch's 6th Addition, south of the center line of Lincoln Highway from the east line of Kitch's 6th Addition to the east line of Section 6 Adams Township and West of the East line of Section 6 Adams Township from Maumee Avenue to the Maumee River.

Precinct 41

All that part of the City of Fort Wayne lying south of the Wabash Railroad, east of the center line of Anthony Boulevard, north of the Pittsburgh, Fort Wayne and Chicago Railroad and of the center line of Pontiac Street from said railroad to the Bueter Road, and west of the center line of the Bueter Road.

Precinct 42

All that part of the City of Fort Wayne lying south of the south line of Section 26 Washington Township, east of the center line of Wells Street, north of the St. Marys River and west of the New York Central Railroad and the center line of Harrison Street from said Railroad to the St. Marys River.

Precinct 43

All that part of the City of Fort Wayne lying south of the center line of Spring Street, east of the center line of Sherman Street, and Sherman Street produced south to the St. Marys River, north of the St. Marys River and west of the center line of Wells Street.

Precinct 44

All that part of the City of Fort Wayne lying south of the south line of Section 26 Washington Township, east of the center line of Sherman Street, north of the center line of Spring Street and west of the center line of Wells Street.

Precinct 45

All that part of the City of Fort Wayne lying south of the center line of Russell Avenue from Sherman Street to the west end of Russell Avenue, east of the City Limits line from the west end of Russell Avenue to the center line of Goshen Avenue, south of the center line of Goshen Avenue from said City Limits line to Ethel Street, east of the center line of Ethel Street, south of the center line of Irene Street from Ethel Street to Poinsette Avenue east of the center lines of Poinsette Avenue, and Poinsette Drive to Schilling Avenue, and east of the center lines of Schilling Avenue and Osage Street, north of the center line of High Street from the center line of Schilling Avenue to the center line of Osage Street and north of the New York, Chicago and St. Louis Railroad and St. Marys River and west of the center line of Sherman Street and Sherman Street extended to St. Marys River.

Precinct 46

All that part of the City of Fort Wayne lying south of the center line of Irene Street from Poinsette Avenue to the east line of Poinsette Park Addition, west of the east line of Poinsette Park Addition, south of the north line of Poinsette Park Addition east of the west line of Poinsette Park Addition, south of a line 200 feet north of and parallel to State Boulevard and extending from the west line of Poinsette Park Addition to the Grand Rapids and Indiana Railroad, east of the Grand Rapids and Indiana Railroad from said last described line to Yellow River Road, south of the center line of the Yellow River Road, east of the center line of Lindenwood Avenue, north of the New York, Chicago and St. Louis Railroad, and west of the center lines of Osage Street and Schilling Avenue, and west of the center lines of Poinsette Drive and Poinsette Avenue from Schilling Avenue to Irene Street and south of the center line of High Street from Osage Street to the center line of Schilling Avenue.

Precinct 47

All that part of the City of Fort Wayne lying south of the Pennsylvania Railroad, east of the center line of Hanna Street, north of the center line of Creighton Avenue and west of the center line of Holton Avenue.

Precinct 48

All that part of the City of Fort Wayne lying south of the center line of Creighton Avenue, east of the center line of Hanna Street, north of the center line of Pontiac Street and west of the center line of Holton Avenue.

Precinct 49

All that part of the City of Fort Wayne lying south of the center line of Pontiac Street, east of the center line of Hanna Street, north of the center line of Pettit Avenue and Pettit Avenue extended east to Oliver Street and west of the center line of Oliver Street.

Precinct 50

All that part of the City of Fort Wayne lying south of the center line of Pontiac Street, east of the center line of Oliver Street, and Oliver Street extended to Pettit Avenue, north of the center line of Pettit Avenue extended from Oliver Street to Holton Avenue, west of the center line of Holton Avenue from Pettit Avenue to McKinnie Avenue, north of the center line of McKinnie Avenue from Holton Avenue to Anthony Boulevard and west of the center line of Anthony Boulevard.

Precinct 51

All that part of the City of Fort Wayne lying south of the Pennsylvania Railroad, east of the center line of Holton Avenue and north of the center line of Pontiac Street.

Precinct 52

All that part of the City of Fort Wayne lying south of the center line of Pontiac Street and the Pennsylvania Railroad from Pontiac Street to the City Limits line, east of the center line of Anthony Boulevard, north of the center line of McKinnie Avenue and of the center line of Oxford Street from Clifton Street to Turpie Street, west of the City Limits line from the Pennsylvania Railroad to Turpie Street, west of the center line of Turpie Street and west of the center line of the Southeast Quarter of Section 18 Adams Township from Oxford Street to McKinnie Avenue.

Precinct 53

All that part of the City of Fort Wayne lying south of the center line of DeWald Street, east of the center line of Hoagland Avenue, north of the center line of Killea Avenue and west of the center line of Calhoun Street.

Precinct 54

All that part of the City of Fort Wayne lying south of the center line of DeWald Street, east of the center line of South Wayne Avenue and South Wayne Avenue produced through to DeWald Street, north of the center line of Home Avenue and Home Avenue produced through to Hoagland Avenue and west of the center line of Hoagland Avenue.

Precinct 55

All that part of the City of Fort Wayne lying south of the center line of Home Avenue and Home Avenue produced through to Hoagland Avenue, east of the center line of South Wayne Avenue, north of the center line of Rudisill Boulevard and west of the center line of Hoagland Avenue.

Precinct 56

All that part of the City of Fort Wayne lying south of the center line of Killea Avenue, east of the center line of Hoagland Avenue, north of the center line of Rudisill Avenue and west of the center line of Calhoun Street.

Precinct 57

All that part of the City of Fort Wayne lying south of the center line of Rudisill Boulevard, east of the center line of South Wayne Avenue, north of the center line of Pettit Avenue and west of the center line of Calhoun Street.

SECTION 2. That the Clerk of the City of Fort Wayne be, and he is hereby directed to give proper legal notice of such precinct divisions.

SECTION 3. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Walter L. Curdes.

Done at the Council Chamber the 9th day of April, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of April, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as.

GENERAL ORDINANCE NO. 1465.

Ben. F. Bennett.
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 11th day of April, 1929,

Leonard H. Ellenwood,
City Clerk.

Approved this 11th day of April, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO. 1466.

An Ordinance in favor of the improvement, operation and maintenance of an airport for the City of Fort Wayne, under the provisions of an Act of the General Assembly of the State of Indiana, approved March 9, 1929, entitled: "AN ACT authorizing cities of the second class to acquire, establish, construct, improve, equip, maintain and operate airports and landing fields and establishing a Department of Aviation in cities of the second class, defining its powers and duties, conferring certain powers upon the common council and mayor of such cities in relation to said Aviation Department, repealing conflicting laws and declaring an emergency", and declaring a necessity for the same.

WHEREAS, the City of Fort Wayne now has and is operating an airport, but said airport is only partially improved and needs for the proper development of aviation and air commerce for the benefit of said City considerable improvement and continued operation and maintenance by said City; and,

WHEREAS, the General Assembly of the State of Indiana, has enacted the above entitled Act to provide for the acquirement, improvement, maintenance and operation of airports and landing fields by second class cities, which Act provides that the same shall apply to any City of the second class whenever the Common Council thereof shall adopt an ordinance in favor of the acquirement, improvement, operation or maintenance of an airport for such City under the provisions of said Act and declaring a necessity for the same; Now Therefore,

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that said City of Fort Wayne and the Common Council thereof is in favor of the improvement, operation and maintenance of an airport for said City under the provisions of said Act of the General Assembly of the State of Indiana, entitled: "AN ACT authorizing cities of the second class to acquire, establish, construct, improve, equip, maintain and operate airports and landing fields and establishing a Department of Aviation in cities of the second class, defining its powers and duties, conferring certain powers upon the common council and mayor of such cities in relation to said Aviation Department, repealing conflicting laws and declaring an emergency", approved and in force March 9, 1929; and it is hereby declared that a necessity exists for the improvement, operation and maintenance of such airport under the provisions of said Act.

SECTION 2. That this ordinance shall be in full force and take effect on and after its passage and approval by the mayor.

Ralph Clark.

Done at the Council Chamber the 9th day of April, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 9th day of April, 1929, by a majority vote of all members elect did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1466.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 11th day of April 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 11th day of April 1929,

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO. 1467.

An Ordinance approving an agreement between the National Mill Supply Co. by and through W. H. Moeller, Manager Plumbing and Heating, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the purchase of Lead Service Pipe for the Water Works Department of said City.

WHEREAS, on the 6th day of March, 1929, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with the National Mill Supply Co. for the purchase of Lead Service Pipe to be used in the Water Works Department of said City, which contract is in the following words and figures:

THE NATIONAL MILL SUPPLY CO.
FORT WAYNE, INDIANA,

March 2, 1929.

Fort Wayne Water Works,
Fort Wayne, Indiana.
Gentlemen:-

Per your request of February 19th, for quotation on your requirement of lead pipe, we are pleased to submit the following:

50,000# $\frac{3}{4}$ " Extra Strong Lead Pipe
5,000# $1\frac{1}{2}$ " Ditto
5,000# 2" Ditto

All the above to be in carload shipment at \$8.13 cwt. Terms net thirty days and with freight allowed to Fort Wayne, Indiana.

The above proposal is subject to acceptance Tuesday, March 5, 1929.

Very truly yours,
THE NATIONAL MILL SUPPLY CO.
Mgr. Plumbing & Heating.

W.H. Moeller.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract heretofore entered into on the 6th day of March 1929, between the City of Fort Wayne by and through its Board of Public Works, and The National Mill Supply Company, by and through W. H. Moeller, Manager Plumbing and Heating, for the purchase of Lead Service Pipe to be used in the Water Works Department of said City, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

S. Harry Fisher.

Done at the Council Chamber the 9th day of April, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana; at a regular meeting, held on the 9th day of April, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1467.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 11th day of April, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 11th day of April, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO. 1468

An Ordinance designating the voting places within the City for the coming primary and general city elections to be held in 1929.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, that the following named places be and are hereby designated as the voting places in the various precincts in the city for the primary and general elections to be held on May 7, 1929 and November 5, 1929:

FIRST WARD

- Precinct 1, Voting Place, St. Paul North Side School, State Boulevard.
- Precinct 2, Voting Place, Garage at 602 E. State St.
- Precinct 3, Voting Place, Forest Park School, Alabama Avenue.
- Precinct 4, Voting Place, Store at 1514 St. Joe Blvd.
- Precinct 5, Voting Place, Crescent Avenue Church, Crescent Avenue.
- Precinct 6, Voting Place, Garage at 841 Lake Avenue.
- Precinct 7, Voting Place, Jewish Synagogue at Wayne and Monroe.
- Precinct 8, Voting Place, Barber Shop, at 625 E. Lewis Street.

SECOND WARD

- Precinct 9, Voting Place, Indiana Service Corp., Spy Run Avenue.
- Precinct 10, Voting Place, Rudisill School, Spy Run Avenue.
- Precinct 11, Voting Place, Police Lobby, City Hall.
- Precinct 12, Voting Place, Central High School.

THIRD WARD

- Precinct 13, Voting Place No. 3 Engine House, Washington Blvd.
- Precinct 14, Voting Place Dwelling at 1805 S. Webster St.

FOURTH WARD

- Precinct 15, Voting Place, C. H. Lines, Garage, at 432 W. Main St.
- Precinct 16, Voting Place, Jefferson Public School, Jefferson Street.
- Precinct 17, Voting Place, Fairfield Garage, 2031 Fairfield Avenue.

FIFTH WARD

- Precinct 18, Voting Place, Office Bldg., Hoffman Bros, at 800 W. Main St.
- Precinct 19, Voting Place, Washington Public School.
- Precinct 20, Voting Place, Dwelling at 1132 W. Main St.
- Precinct 21, Voting Place, No. 7 Engine House, W. Main St.

SIXTH WARD

- Precinct 22, Voting Place, Justin N. Study, Public School Brooklyn Ave.
- Precinct 23, Voting Place, Rolling Mill School, Culbertson Street.
- Precinct 24, Voting Place, Garage at 1512 Taylor Street.
- Precinct 25, Voting Place, Garage at 1240 Stophlet St.
- Precinct 26, Voting Place, Room at 2438 Broadway.
- Precinct 27, Voting Place, Miner Public School, W. DeWald St.
- Precinct 28, Voting Place, So. Wayne Public School, Indiana Avenue.
- Precinct 29, Voting Place, Garage at 902 Oakdale Drive.
- Precinct 30, Voting Place, Garage 4039 Tacoma Ave.

SEVENTH WARD

- Precinct 31, Voting Place, Barber Shop at 1812 S. Lafayette St.
- Precinct 32, Voting Place, Hanna Public School, Lafayette St.
- Precinct 33, Voting Place, Hamilton Public School, E. Woodland Ave.
- Precinct 34, Voting Place, Yergens Garage at 320 E. Leith St.
- Precinct 35, Voting Place, Store Room at 3232 Lafayette St.
- Precinct 36, Voting Place, Store Room at 4224 Piqua Ave.

EIGHTH WARD

- Precinct 37, Voting Place, Dwelling House at 1305 E. Wayne St.
- Precinct 38, Voting Place, No. 4 Engine House, Maumee Ave.
- Precinct 39, Voting Place, Garage at 1215 Hugh St.
- Precinct 40, Voting Place, McCulloch School, Maumee Avenue.
- Precinct 41, Voting Place, Dwelling 2214 Wayne Trace.

NINTH WARD

- Precinct 42, Voting Place, Garage at 1640 Wells St.
- Precinct 43, Voting Place, Bloomingdale Public School, Marion Street.
- Precinct 44, Voting Place, Dwelling at 1814 Hensch St.
- Precinct 45, Voting Place, Franklin Public School, St. Marys Ave.
- Precinct 46, Voting Place, Dwelling House at 1505 Runnion Avenue.

TENTH WARD

- Precinct 47, Voting Place, Store Bldg., 815 Buchanan Street.
- Precinct 48, Voting Place, Dwelling at 2344 Gay St.
- Precinct 49, Voting Place, James H. Smart Public School, E. Pontiac Street.
- Precinct 50, Voting Place, Barber Shop, at 1221 Eckart Street.
- Precinct 51, Voting Place, 1501 East Creighton Avenue.
- Precinct 52, Voting Place, Garage at 1824 E. Pontiac.

ELEVENTH WARD

- Precinct 53, Voting Place, Dwelling at 116 W. Woodland.
- Precinct 54, Voting Place, No. 8 Engine House, Fairfield Ave.
- Precinct 55, Voting Place, Shop at 616 Nuttman Ave.
- Precinct 56, Voting Place, Room at 110 W. Packard Ave.
- Precinct 57, Voting Place, Greenhouse at 435 W. Rudisill Blvd.

SECTION 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor.

Ralph Clark.

Done at the Council Chamber the 16th day of April, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a special meeting, held on the 16th day of April, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1468.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 17th day of April, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 17th day of April, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO. 1469.

An Ordinance fixing the compensation of the City Board of Election Commissioners for the Municipal Primary election of 1929.

SECTION 1. BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA: That each of the members of the city board of election commissioners shall be paid for his services in connection with the municipal primary election of 1929 and for the canvassing of the vote at said primary election the sum of Six hundred (\$600.00) dollars.

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Walter L. Curdes
James A. Liggett
A. C. Voelker
J. M. Stouder

Done at the Council Chamber the 23rd day of April, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of April, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1469

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 24th day of April, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 24th day of April, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO. 1470 .

An Ordinance requiring the New York Central Railroad Company to maintain Safety Signals or Flagmen at certain Crossings within the City.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the New York Central Railroad Company is hereby required to protect its tracks where the same cross Cass Street in said city of Fort Wayne by erecting and maintaining a flashing electric light signal on each side of said track, or by a flagman.

SECTION 2. That the New York Central Railroad Company is hereby required to keep and place a watchman or a flagman at the crossing of its tracks with Wells Street in said City of Fort Wayne.

SECTION 3. The protection to be afforded by said Railroad Company in section 1/ and two shall be during the entire twenty-four (24) hour period of each day.

SECTION 4. Upon the failure of said company to keep and maintain the protection as set out in sections 1 and 2, said company shall be fined in the sum of not less than \$10.00 and not more than \$25.00, and each day shall constitute a separate offense.

SECTION 5. This ordinance shall be in full force and effect on and after June 1st, 1929, and after its passage and approval by the Mayor and its legal publication.

Chester Hinton.

Done at the Council Chamber the 14th day of May, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of May, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1470.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 15th day of May, 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 22nd day of May, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1471.

An Ordinance authorizing the borrowing of Eighty Thousand (\$80,000.00) Dollars and the issue and sale of bonds therefor, for the purpose of providing funds for the payment of the necessary expense in connection with the separation of street grade crossings with steam railroads in the City of Fort Wayne, Indiana, and appropriating to the Track Elevation Fund, the same being item 501, under the direction of the Board of Public Works therefor, the funds derived from the sale thereof.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION I. That the City of Fort Wayne be and is hereby authorized to borrow Eighty Thousand (\$80,000.00) Dollars and issue and sell bonds of said City for the purpose of providing funds for the payment of the necessary expense in the separation of street grade crossings with steam railroads in the City of Fort Wayne, Indiana.

SECTION II. That in order to procure said loan of money, the bonds of said City of Fort Wayne, be issued from time to time in such amounts as in the discretion of the Controller of said City shall be found necessary for the purpose herein provided, and in the manner hereinafter provided. Said bonds shall be dated as of the date of their issue, in denominations of Five Hundred (\$500.00) Dollars or One Thousand (\$1000.00) Dollars as such Controller shall deem best, with interest thereon at the rate of not to exceed five (5c/o) percent per annum, payable semiannually, and evidenced by a coupon for such interest for each six months, and said interest coupons shall bear the lithographed facsimile signature of the Mayor and Controller of the City of Fort Wayne, which shall for all purposes be taken and deemed to be equivalent to a mutual signing thereof. Said Bonds shall be signed by the Mayor and Controller of said City and attested by the city Clerk of said City and the seal of said City attached thereto, and to be designated as series R-R, and numbered consecutively, beginning with No. 1, and to be known as Track Elevation Improvement Bonds. Each of said bonds shall be issued for a period not to exceed ten years and each allotment so issued shall be in series so that at least one-tenth in principal of each allotment issued shall be paid and retired annually until the total issue shall have been retired. The bonds shall not be registered in the name of the purchaser or any subsequent purchaser thereof, but the City Controller at the time of issuing said bonds shall register the same in a book kept for that purpose giving the number thereof, the date of the issue and the date of maturities, rate of interest, and time and place where the same shall be payable.

SECTION 3. Said Bonds shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete bond before the issuance thereof;

No. _____

\$ _____

UNITED STATES OF AMERICA
ALLEN COUNTY, INDIANA
CITY OF FORT WAYNE TRACK
ELEVATION IMPROVEMENT
BONDS.

Issue No. _____
Series R-R

For value received, the city of Fort Wayne, Allen County, State of Indiana, hereby promises to pay to the bearer hereof _____ Dollars. in lawful money of the United States of America on the _____ day of _____ 19____ with interest thereon at the rate of _____ per cent per annum, payable on the _____ day of _____ 19____ and thereafter semiannually on the _____ day of June and December in each year until paid, upon the surrender and cancellation of the proper coupons hereto attached.

Both interest and principal of this bond are payable at _____ Bank of Fort Wayne, Indiana, in the city of Fort Wayne, Indiana.

This bond is one of a total issue of _____ bonds of _____ dollars (\$ _____) each, numbered from One to _____ both inclusive, issued in pursuance to an ordinance duly and legally adopted by the Common Council of the City of Fort Wayne on the _____ day of _____ 19____, authorizing the issue and sale of said bonds, and in strict conformity with and in exercise of the powers granted to said city of Fort Wayne under an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all acts amendatory thereof and supplemental thereto for the purpose of providing funds for the separation of street grades crossings with steam railroads in the city of Fort Wayne, Indiana.

It is hereby certified that all things and acts required by the laws of the State of Indiana and by ordinance and corporate action of the City of Fort Wayne and the Common Council thereof, pursuant to the issue of this bond have happened and have been duly done and performed in the manner provided by law in and about the authorization, preparation, issue, and complete execution of this bond; and it is certified that this bond and said total issue of bonds is within every limit of debt prescribed by the constitution and laws of the State of Indiana and to the prompt payment of the principal and interest of this bond and said total issue of bonds, when the same shall become due, the full faith and credit of said City of Fort Wayne, together with all the taxable property thereof both real and personal, are irrevocably pledged.

IN WITNESS WHEREOF, the Common Council of the City of Fort Wayne has caused this bond to be signed by the Mayor and the City Controller of the City of Fort Wayne, and attested by the City Clerk thereof, and the corporate seal of said city to be hereunto affixed, this _____ day of _____ 192__.

Mayor of the City of Fort Wayne.

Controller of the City of Fort Wayne.

ATTEST

City Clerk.

Said coupons shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete coupon before the issuance thereof.

No. _____

\$ _____

On the _____ day of _____, 192____
 Fort Wayne, Allen County, Indiana, will pay to the bearer at the office of the Treasurer of the City of Fort Wayne, Indiana, in the city of Fort Wayne, Indiana, the sum of _____ Dollars the same being the interest due on its Track Elevation Improvement Bond, bearing date of _____ 19____

 Mayor of the City of Fort Wayne

SECTION 4. The City Controller shall manage and supervise the preparation, advertisement, negotiation and sale of said bonds, subject to the terms of the Ordinance, which sale shall be by sealed bids for all of said bonds or parcels or allotments thereof, to the highest and best bidder for cash after three weeks' notice of the time and place of said sale shall have been given one time each week for three weeks in two newspapers representing opposite political parties, published in the english language, in the city of Fort Wayne, Indiana, Such notice shall describe said bonds with such minuteness and particularity as the City Controller may see fit and shall set forth the amount of the bonds to be sold, and the rate of interest they will bear, and that the bidder may bid for all or any part of said bonds, and the date of opening bids or proposals therefor, and the City Controller shall have the right to reject any and all bids. Each and every bid and proposal shall be presented to the City Controller sealed, and shall be accompanied by duly certified check upon some responsible bank in the City of Fort Wayne, Indiana, payable to the order of the City Treasurer of the City of Fort Wayne, Indiana, in a sum equal to two and one-half (2- $\frac{1}{2}$ %) per cent of the face value bid, and the City Controller shall award said bonds as he shall see fit, in whole or any part thereof, to the highest and best bidder thereof, but said City Controller shall have the right to reject any bids or proposal or any part thereof, and shall have the right to accept a part of any bid or to award on any bid the whole or less number of the bonds covered by such bid, or he may in his judgement and discretion award a part of said bonds to one bidder and part to another, and these provisions shall apply in the case of reoffering and readvertising said bonds in case no bids are received and in case any bids for said bonds or any part thereof are rejected.

SECTION 5. Delivery of any bonds sold by said Controller shall be made at the office of the City Treasurer of the City of Fort Wayne upon the payment to the City Treasurer of the full purchase price and bid for said bonds as certified to said City Treasurer by said Controller, and in the event that said bidder fails or refuses to pay for said bonds within ten days after said sale, the same shall be treated/as a breach of contract of his bid or proposal on account of which the deposit made by said bidder herein provided shall become the property of the said City as and for its damages.

SECTION 6. When said bonds shall have been signed as herein provided and paid for by said purchaser and delivered to the purchaser thereof, the same shall be and constitute the binding obligations of the City of Fort Wayne according to the tenor and effect thereof.

SECTION 7. The proceeds derived from the sale of said bonds as herein authorized shall be and are hereby appropriated to the Track Elevation Improvement Fund, the same being Item 501 under the Direction of the Board of Public Works for the sole use of said Board for the payment of the expense in and about the separation of street grade crossings with steam railroads in the City of Fort Wayne, Indiana, including the expense with the issue and sale of said bonds, and said proceeds shall be kept in a separate fund by the City Treasurer and paid out only on warrants drawn upon said fund by the City Controller for no other purposes than those herein set out, upon vouchers of the Board of Public Works of the City of Fort Wayne, Indiana, and said fund shall not be used for any other or different purpose.

SECTION 8. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor of the City of Fort Wayne.

 Edward H. Hunsaker.

Approved May 14th, 1929, A. C. McCoy, City Controller.
 Done at the Council Chamber the 28th day of May, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of May, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
 GENERAL ORDINANCE No. 1471.

Ben. F. Bennett
 President.

Leonard H. Ellenwood
 City Clerk.

Presented to the Mayor for approval on the 3rd day of June, 1929.

Leonard H. Ellenwood
 City Clerk.

Approved this 3rd day of June, 1929.

Wm. C. Geake
 Mayor.

GENERAL ORDINANCE NO. 1472.

AN ORDINANCE EXTENDING THE CITY LIMITS, ANNEXING CERTAIN TERRITORY TO THE CITY OF FORT WAYNE, INDIANA, AND MAKING SAME PART OF FIFTY-SEVENTH PRECINCT OF THE ELEVENTH WARD AS AMENDED MAY 28, 1929.

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1 That the territorial limits of the City of Fort Wayne be and the same are hereby extended as follows, to-wit:

Beginning at the intersection of Fairfield Avenue and Pettit Avenue in the City of Fort Wayne; thence east on the center line of Pettit Avenue to the center line of the first alley east of Hoagland Avenue in Belmont Addition to the City of Fort Wayne; thence south on the center line of said alley to the center line one hundred and fifty (150) feet north of Southern Avenue; thence west on the center line of said alley, Produced westward, to the center line of Fairfield Avenue; thence north on the center line of Fairfield Avenue to the place of beginning; And that when so extended the territory embraced within said boundaries be and the same is hereby annexed to the fifty-seventh precinct 11th ward of said City.

SECTION 2. That this ordinance shall be in full force and effect upon and after its passage and approval by the mayor and its legal publication.

Harry F. Zimmerman

Done at the Council Chamber the 28th day of May, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of May, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1472.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 3rd day of June, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 3rd day of June, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1473.

An Ordinance ratifying and approving a contract entered into by and between the city of Fort Wayne by and through its Board of Public Works and The Whiting Corporation of Harvey in the State of Illinois, for the furnishing of all labor, materials and tools required for the construction, delivery and erection of one (1) twenty-five (25) ton overhead traveling crane on the run-way in the Turbine Room of the City Light and Power Works of the city of Fort Wayne, Indiana, complete with bridge fitted with trucks, wheels and bridge travel gearing, complete trolley hoisting gearing, motor control, hook and block, and rope, all as specified in Division Two of the specifications.

WHEREAS, on the 11th day of June, 1929, the City of Fort Wayne by and through its Board of Public Works entered into a contract with the Whiting Corporation of the city of Harvey in the State of Illinois, for the furnishing of all labor, materials, and tools required for the construction, delivery and erection of one (1) twenty-five (25) ton over-head traveling crane on the run-way in the Turbine Room of the City Light and Power Works of the City of Fort Wayne, Indiana, complete with bridge fitted with trucks, wheels and bridge travel gearing, complete trolley hoisting gearing, motor control, hook and block, and rope, all as specified in Division Two of the specifications, which contract is in the words and figures following, to-wit;

C O N T R A C T

This agreement made and entered into this eleventh day of June, 1929, by and between The Whiting Corporation, of the County of Cook, State of Illinois, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection, where specified, of the work, materials and apparatus as covered by the following named division of the general specifications, on file with said Board to wit:

DIVISION NO. 2 - The furnishing, delivery and erection on the runway in the turbine room of the City Light and Power Works of the City of Fort Wayne, Indiana, of one (1) overhead traveling crane of twenty-five (25) ton capacity, complete with bridge fitted with trucks, wheels and bridge travel gearing, complete trolley and hoisting gearing, General Electric 15 H.P., 3 phase, 60 cycle, 440 volt, Type MTC motor, General Electric control, hook and block, and rope, as specified in Division No. 2 of the said specifications, all of which work, materials and apparatus is to be in accordance with the said specifications and proposal (except as specifically noted in this contract), all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to wit:

Six Thousand Four Hundred and Twenty-Five Dollars and No Cents (\$6,425.00).

Shipment of the crane will be made within seventy (70) calendar days from the date of this contract, and erection will be completed within fourteen (14) days after arrival at site.

Payments are to be made in accordance with Paragraph 18, "Estimates", of the said General Specifications.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, its successors and assigns.

IN TESTIMONY WHEREOF, we the foregoing named parties, hereunto set our hands and seal on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA
By Wm. C. Geake.
Mayor.

WHITING CORPORATION
by A. H. M'Dougall, Vice.- Pres.
Contractor, party of the first part.

Wm. Beck
Tom Snook
William S. O'Rourke
Board of Public Works.

Attest Agatha E. Diek.
Sec'y.

Approved:
The Froehlich & Emery Engineering Co.
by F. H. Froehlich.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into on the 11th day of June, 1929, by and between the City of Fort Wayne, by and through its Board of Public Works and the Whiting Corporation of the city of Harvey in the State of Illinois, for the

furnishing of all labor, materials and tools required for the construction, delivery and erection of one (1) twenty-five (25) ton overhead traveling crane on the runway in the Turbine Room of the City light and Power Works of the city of Fort Wayne, Indiana, complete with bridge fitted with trucks, wheels and bridge travel gearing, complete trolley hoisting gearing, motor control, hook and block and rope, all as specified in Division Two of the specifications, as more fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect upon and after its passage and approval by the Mayor.

Chester Hinton.

Done at the Council Chamber the 11th day of June, 1929, City of Fort Wayne Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of June, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1473.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 14th day of June, 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 14th day of June, 1929,

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO 1474

An Ordinance changing the names of certain streets and avenues in the City of Fort Wayne, Indiana, as amended June 11, 1929.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the following described streets and avenues shall hereafter be known and called by the following names, viz:

1. Allen Street from Annie to Parnell Avenue to be known as and called Addison Avenue.
2. Anna Street from Fox Avenue to Indiana Avenue to be known as and called Plymouth Avenue.
3. Archer Avenue from Gertrude Avenue to the Grand Rapids and Indiana Railroad to be known as and called Cherokee Road.
4. Archer Terrace Road from Spring Street to Gertrude Avenue to be known as and called Cherokee Road.
5. Beechwood Avenue from the Wabash Railroad to Pontiac Street to be known as and called Fleetwood Avenue.
6. Buena Vista Drive from Homewood Avenue to Hubertus Avenue to be known as and called Lawndale Drive.
7. Butler Avenue from Birchwood Avenue to the Bueter Road to be known as and called Schele Avenue.
8. Carl Street from Calhoun Street to Clinton Street to be known as and called Baker Street.
9. Cleveland Avenue from Alexander Avenue to Wayne Trace to be known as and called McKee Street.
10. Clifton Street from Cleveland Avenue to Oxford Street to be known as and called Lowell Street.
11. Cottage Grove Avenue from Fairfield Avenue to Gay Street to be known as and called Sherwood Terrace.
12. Creighton Avenue from Birchwood Avenue to the Bueter Road to be known as and called McCormick Avenue.
13. Curtice Avenue from Schele Avenue to Slataper Street to be known as and called Minalpen Avenue.
14. Dawson Street from Calhoun Street to Fairfield Avenue to be known as and called Masterson Avenue.
15. Montgomery Street from Calhoun to Hanna Street to be known as and called Douglas Avenue.
16. Doyle Street from Pontiac Street to Corneille Street to be known as and called Radcliffe Drive.
17. East Avenue from Annie Avenue to Parnell Avenue to be known as and called Woodrow Avenue.
18. Edgewater Road from Anthony Boulevard to its eastern terminus to be known as and called Niagara Drive.
19. Eleanor Avenue from the Grand Rapids and Indiana Railroad to the Leesburg Road to be known as and called Lansing Avenue.
20. Elm Road from Washington Road North to its southern terminus to be known as and called Saginaw Drive.
21. Federal Avenue from Indiana Avenue to Beaver Avenue to be known as and called Illsley Drive.
22. Florence Avenue from Poinsett Drive to the Grand Rapids and Indiana Railroad to be known as and called Rosemont Avenue.
23. Foehy Avenue from Roy Street to Fenker Avenue to be known as and called Graham Street.
24. Forest Avenue from its western terminus to Randallia Drive to be known as and called Fair Oaks Avenue.
25. Garden Avenue from Middle Street to South Street to be known as and called Midland Avenue.
26. Garden Street from Taylor Street to the Pennsylvania Railroad to be known as called Thompson Avenue.
27. Geary Street from Evans Street to Oxford Street to be known as and called Adams Street.
28. Georgia Street from Taylor Street to the Miller Road to be known as and called Catalpa Street.
29. Gertrude Avenue from Spring Street to Harvard Drive to be known as and called Tyler Avenue.
30. Grandview Avenue from Hanna Street to the alley west of Smith Street to be known as and called Drexel Avenue.
31. Hall Avenue from Lafayette Street to Hanna Street to be known as and called Pettit Avenue.
32. Hartman Avenue from Winter Street to Anthony Boulevard to be known as and called Grier Street.
33. Helen Street from Lafayette Street to Hanna Street to be known as and called Dalman Avenue.
34. Highland Street from Calhoun Street to Webster Street to be known as and called Wallace Street.
35. Holman Street from Calhoun Street to Hanna Street to be known as and called Brackenridge Street.
36. Homewood Drive from Lawndale Drive to Vance Avenue to be known as and called Buena Vista Drive.
37. Hough Street from Clay Street to Hanna Street to be known as and called Hayden Street.

38. Johnson Street from Dawson Street to the Alley South of Dawson Street to be known as and called Cromwell Court.
39. That Kensington Boulevard be extended from its present northern terminus to Curdes Avenue.
40. Kenwood Avenue from Crescent Avenue to Beacon Street to be known as and called Carson Avenue.
41. Lexington Avenue from Calhoun Street to Piqua Avenue to be known as and called Lexington Court.
42. McKinnie Avenue from Calhoun Street to the East City Limits to be known as and called Lexington Avenue.
43. McKinnie Circle to be known as and called Lexington Circle.
44. Mamie Avenue from Runnion Avenue to the Grand Rapids and Indiana Railroad to be known as and called Emerson Avenue.
45. Maplewood Avenue from Irvington Avenue to Northwood Avenue to be known as and called Garland Avenue.
46. Margaret Avenue from Gertrude Avenue to the Grand Rapids and Indiana Railroad to be known as and called Huffman Street.
47. Marion Street from the alley north of Carlton Avenue to its southern terminus to be known as and called Westview Avenue.
48. Mercer Avenue from Anthony Boulevard to Savannah Street to be known as and called Milan Street.
49. Montclair Avenue from Pittit Avenue to Maple Grove Avenue as platted in Lafayette Place Addition to be known as and called Montrose Avenue.
50. North Cornell Circle from Calhoun Street to the alley west of Harrison Street to be known as and called Lexington Avenue.
51. Northwood Avenue from Clinton Street to the New York Central Railroad to be known as and called Norfolk Avenue.
52. Oak Avenue from Mulberry Road to South Street to be known as and called Hickory Street.
53. Oak Forest Avenue as platted in Cambridge Hills Addition to be known as and called Trinity Boulevard.
54. Old Fort Street from Edgewater Avenue to Lake Avenue to be known as and called Lafort Street.
55. Oxford Street from Lafayette Street to Hanna Street, lying along the north line of Avondale Addition to be known as and called Hamilton Avenue.
56. Paragon Avenue from Oxford Street to McKinnie Avenue to be known as and called Abbott Street.
57. Park Avenue from Clinton Street to Irvington Avenue to be known as and called Ludlow Avenue.
58. Parkwood Road from Clinton Street to Northway Avenue to be known as and called Grove Street.
59. Parnell Avenue from the Parnell Bridge to Crescent Avenue to be known as and called Springfield Avenue.
60. Poinsett Drive from Runnion Avenue to Huffman Street to be known as and called Emerson Avenue.
61. Poinsett Street from State Boulevard to Goshen Avenue to be known as and called Poinsette Drive.
62. Putnam Terrace from Jessie Avenue to Huffman Street to be known as and called Putnam Street.
63. River Avenue from Fillmore Street to Freeman Street to be known as and called Geneva Street.
64. Runnion Avenue from Spring Street to Harvard Drive to be known as and called North Highlands Boulevard.
65. Townley Avenue from Anthony Boulevard to Paragon Avenue to be known as and called Rudisill Boulevard.
66. Savannah Street from Pontiac Street to Creighton Avenue to be known as and called Central Drive.
67. Savilla Avenue from Indiana Avenue to Broadway to be known as and called Park Avenue.
68. Sheridan Avenue from Birchwood Avenue to the Bueter Road to be known as and called Rodgers Avenue.
69. Swayne Avenue from South Wayne Avenue to Fox Avenue to be known as and called Guildford Avenue.
70. Vesey Avenue, running east and west as laid out in Vesey's Garden Addition, to be known as and called Gruber Avenue.
71. Vance Avenue from Crescent Avenue to its eastern terminus to be known as and called Annie Avenue.
72. Washington Road South from Washington Road North to Hawthorn Road to be known as and called Spruce Drive.
73. Westminster Place from Union Street to Rockhill Street to be known as and called West Main Street.
74. The street platted in Orff Place Addition and lying east of Lindenwood Cemetery extending from Montclair Avenue to Edward Street to be known as and called Doswell Avenue.
75. Alley east of St. Andrews School from New Haven Avenue to Schele Street to be called and known as St. Andrews Lane.
76. Bluff from West Main Street to Fair Street to be known as and called Camp Allen Drive.

SECTION 2. Hereafter when any tract or parcels of land is platted into additions or subdivided, wherein Streets or Thoroughfares are laid out and submitted to the City Plan Commission, Board of Public Works or Board of Park Commissioners it shall be the duty of the Officers of these Departments to ascertain if the names of all the streets and thoroughfares serving to connect with all now existing streets and thoroughfares sustain the same names, otherwise the plat shall not be approved.

SECTION 3. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor and legal publication.

Herman F. Gerdon
Chester Hinton.

Done at the Council Chamber the 11th day of June, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 11th day of June, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1474 .

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 14th day of June, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 14th day of June, 1929,

Wm. C. Geake,
Mayor.

GENERAL ORDINANCE NO.1475

AN ORDINANCE EXTENDING THE CITY LIMITS, ANNEXING CERTAIN TERRITORY TO THE CITY OF FORT WAYNE, INDIANA, AND MAKING SAME PART OF FIFTY-SEVENTH PRECINCT OF ELEVENTH WARD.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana.
SECTION 1.

That the territorial limits of the City of Fort Wayne be and the same are hereby extended as follows, to-wit:

Beginning at the intersection of Fairfield Avenue and Pettit Avenue in the City of Fort Wayne,; thence east on the center line of Pettit Avenue to the center line of the first alley east of Hoagland Avenue in Belmont Addition to the City of Fort Wayne; thence south on the center line of said alley to the lot line between lots 71 and 72 of said Belmont Addition; thence west on the lot line between lots 71 and 72 in said Belmont Addition to the center line of Hoagland Avenue thence north on the center line of Hoagland Avenue to the lot line between lots 109 and 110 in the plat of Fairfield Terrace Addition, Section "A," as recorded in plat record 11, pages 54 and 55, of the records of Allen County; thence west on the lot line between lots 109 and 110 of said addition; thence north on the west line of lot 110 of said addition twenty (20) feet; thence west one hundred forty-three (143) feet to a point situated 110 feet north of the center line of Southern Avenue; thence northwesterly 78 feet to a point situated 294 feet ~~normal~~ distant from center line of Fairfield Avenue; thence southwesterly one hundred forty-three (143) feet on a line normal to center line of said Fairfield Avenue to center line of alley east of Fairfield Avenue; thence southeast on center line of said alley eight and five-tenths (8.5) feet to the lot line between lots 99 and 100 of plat of Fairfield Terrace Addition, Section "A", thence southwesterly on said lot line to the center of Fairfield Avenue; thence north on center line of Fairfield Avenue to the place of beginning.

And when so extended the territory embraced within said boundaries be and the same is hereby annexed to the fifty-seventh precinct of the eleventh ward of said City.

SECTION 2.

That this ordinance shall be in full force and effect upon and after its passage and approval by the mayor and its legal publication.

Harry F. Zimmerman

Done at the Council Chamber the 25th day of June, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 25th day of June, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.1475.

Ben. F. Bennett
President.

Presented to the Mayor for approval on the 26th day of June, 1929.

Leonard H. Ellenwood
City Clerk.

Leonard H. Ellenwood
City Clerk.

Approved this 26th day of June, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO.1476.

An Ordinance approving and ratifying a contract between the City of Fort Wayne, by and through its Board of Public Works and Henry Wehrenberg and Sons, of the County of Allen in the City of Fort Wayne and State of Indiana, for the furnishing of all labor, materials, apparatus and tools necessary for the construction of a concrete intake well, two concrete discharge wells and a concrete pipe line for and at the City Light and Power Work of the City of Fort Wayne, Indiana, all of which work, materials and apparatus is to be in accordance with the said specifications and proposal.

WHEREAS, on the 11th day of June, 1929, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with Henry Wehrenberg and Sons of the county of Allen, city of Fort Wayne, and State of Indiana, for the furnishing of all labor, materials, apparatus and tools necessary for the construction of a concrete intake well, two concrete discharge wells and a concrete pipe line for and at the City Light and Power Works of the city of Fort Wayne, Indiana, all of which work, materials and apparatus is to be in accordance with the said specifications and a proposal, which contract is in the following words and figures, to-wit;

C O N T R A C T

This agreement made and entered into this eleventh day of June, 1929, by and between Henry Wehrenberg & Sons, of the County of Allen, State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection, where specified, of the work, materials and apparatus as covered by the following named divisions of the General specifications, on file with said Board to wit:

DIVISION NO.3. The furnishing of all labor, materials, apparatus and tools necessary for the construction of a concrete intake well, two concrete discharge wells and a concrete pipe line for and at the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus is to be in accordance with the said specifications and proposal (except as specifically noted in this contract), all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to wit:

Twenty-two Thousand Nine Hundred and Forty Dollars and No Cents (\$22,940.00).

The party of the first part agrees to complete said work within sixty (60) calendar days from the date of this contract.

Payments are to be made in accordance with Paragraph 18, "Estimates", of said General Specifications.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN TESTIMONY WHEREOF, we, the foregoing named parties, hereunto set our hands and seal on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA.

By Wm. C. Geake
Mayor.

Wm. Beck
Tom Snook
William S. O'Rourke
Board of Public Works.

Attest Agatha E. Diek
Sec'y.

Approved:

The Froehlich & Emery Engineering Co.
By F. H. Froehlich.

Henry Wehrenberg & Sons
Henry Wehrenberg Jr.,
Contractor, party of the first part.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into on the 11th day of June, 1929 by and between the city of Fort Wayne, by and through its Board of Public Works and Henry Wehrenberg and Sons of the county of Allen city of Fort Wayne, and state of Indiana, for the furnishing of all labor, materials, apparatus and tools necessary for the construction of a concrete intake well, two concrete discharge wells and a concrete pipe line for and at the city Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus is to be in accordance with the said specifications and proposal, as more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect upon and after its

passage and approval by the Mayor.

Chester Hinton.

Done at the Council Chamber the 25th day of June, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, I
Indiana, at a regular meeting, held on the 25th day of June, 1929, by a majority
vote of all members elect, did pass the ordinance hereunto attached, and known
as

GENERAL ORDINANCE NO. 1476

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 26th day of June, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 26th day of June, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1477.

An Ordinance ratifying and approving a contract entered into by and between the city of Fort Wayne by and through its Board of Public Works and Schmeling and Alter of the county of Allen State of Indiana, for the furnishing of all labor, materials and tools required for the construction delivery and erection of one (1) steel plate generator cooling air duct with closing plate in the City Light and Power Works of the City of Fort Wayne, Indiana, all of which works, materials and apparatus is to be in accordance with the said specification and proposal.

WHEREAS, on the 11th day of June, 1929, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with Schmeling and Alter of the county of Allen and State of Indiana, for the furnishing of all labor, materials and tools required for the construction, delivery and erection of one (1) steel plate generator cooling air duct with closing plate in the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus is to be in accordance with the said specifications and proposal, which contract is in the following words and figures, to-wit:

C O N T R A C T

This agreement made and entered into this eleventh day of June, 1929, by and between Schmeling and Alter, of the County of Allen, State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection, where specified, of the work, materials and apparatus as covered by the following named divisions of the General specifications on file with said Board to wit:

DIVISION No.4 The furnishing of all labor, materials and tools required for the construction, delivery and erection of one (1) steel plate generator cooling air duct with closing plate in the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus is to be in accordance with the said specifications and proposal (except as specifically noted in this contract), all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to wit:

Six Hundred and Seventy-Five Dollars and No Cents (\$675.00)

Payments are to be made in accordance with paragraph 18, "Estimates", of the said General Specifications.

This contract, although executed on behalf of the city by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN TESTIMONY WHEREOF, we, the foregoing named parties, hereunto set our hands and seal on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

By Wm. C. Geake.
Mayor

Schmeling & Alter
Wm. G. Schmeling

Contractor, party of the first part

Wm. Beck
Tom Snook
William S. O'Rourke
Board of Public Works

Attest Agatha E. Diek
Sec'y.

Approved:
The Froehlich & Emery Engineering Co.
By F. H. Froehlich

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

SECTION 1. That the contract heretofore entered into on the 11th day of June, 1929, by and between the City of Fort Wayne by and through its Board of Public Works and Schmeling and Alter of the city of Fort Wayne county of Allen and State of Indiana, for the furnishing of all labor, materials and tools required for the construction, delivery and erection of one (1) steel plate generator cooling air duct with closing plate in the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus is to be in accordance with the said specification and proposal, as more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect upon and after its

Passage and approval by the Mayor.

Chester Hinten.

Done at the Council Chamber the 25th day of June, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of June, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1477.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 26th day of June, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 26th day of June, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1478.

An Ordinance approving and ratifying a contract between the City of Fort Wayne, by and through its Board of Public Works and the American Power and Piping Company of the County of St. Louis, State of Missouri for the furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of a complete system of steam, exhaust, water and oil piping for, in and about the Addition to the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, material and apparatus is to be in accordance with the said specifications and alternate proposal No.1.

WHEREAS, on the 11th day of June, 1929, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a certain contract with the American Power and Piping Company of the county of St. Louis in the State of Missouri, for the furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of a complete system of steam, exhaust, water and oil piping for, in and about the Addition to the city Light and Power Works of the city of Fort Wayne, Indiana, all of which work, material and apparatus is to be in accordance with the said specifications and alternate proposal No. 1, which contract is in the words and figures, following to-wit:

C O N T R A C T

This agreemant made and entered into this eleventh day of June, 1929, by and between The American Power Piping Corporation, of the County of St. Louis, State of Missouri, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its. Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection, where specified, of the work, materials and apparatus as covered by the following named divisions of the General specifications on file with said Board, to wit:

DIVISION NO.1 The furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of a complete system of steam, exhaust, water and oil piping for, in and about the Addition to the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, material and apparatus is to be in accordance with the Said specifications and alternate proposal No. 1 (except as specifically noted in this contract). all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to wit:

Thirty-One Thousand Eight Hundred Dollars and No Cents (\$31,800.00).

The party of the first part agrees to complete said work within ninety (90) calendar days after date of this contract.

Payments are to be made in accordance with Paragraph 18, "Estimates", of the Said General Specifications.

This Contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, irs successors and assigns.

IN TESTIMONY WHEREOF, we the foregoing named aprties, hereunto set our hands and seal on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA.
By. Wm. C. Geake
Mayor.

American Power Piping Corp.
per. -H. J. Lobbiler (SEAL)
Contractor, party of the first part.

Wm. Beck
Tom Snook
William S. O'Rourke
Board of Public Works.

Attest Agatha E. Diek
Sec'y.

Approved:
The Froehlich & Emery Engineering Co.
by F. H. Froehlich

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into on the 11th day of June, 1929, by and between the city of Fort Wayne, by and through its Board of Public Works, and the American Power and Piping Company of the County of St. Louis, State of

Missouri for the furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of a complete system of steam, exhaust water and oil piping for, in and about the Addition to the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, material and apparatus is to be in accordance with the said specifications and alternate proposal NO. 1, as more fully set forth in the preamble hereto be and the same is hereby in all thing ratified and approved.

SECTION 2. That this ordinance be in full force and effect upon and after its passage and approval by the Mayor.

Chester Hinton

Done at the Council Chamber the 25th day of June, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of June, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1478.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 26th day of June, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 26th day of June, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1479

An Ordinance authorizing the borrowing of Two Hundred Thousand (\$200,00.00) Dollars, or so much thereof as shall be necessary and the issue and sale of bonds therefor for the purpose of providing funds for the improvement of the Municipal Aviation Field for aviation purposes, and appropriating to the Board of Aviation Commissioners the funds derived from the sale thereof, as amended this 9th day of July, 1929.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the said City be and is hereby authorized to borrow the sum of Two Hundred Thousand (\$200,000.00) Dollars, or so much thereof as shall be necessary for the improvement of the Paul Baer Municipal Aviation Field for aviation purposes.

SECTION 2. That in order to procure said loan of money the bonds of said City shall be issued from time to time in such amounts as in the discretion of the Board of Aviation Commissioners of said City shall be found necessary for the purpose herein provided, not exceeding the aggregate of Two Hundred Thousand (\$200,000.00) Dollars face or par value, in the manner hereinafter provided. Said bonds shall be dated as of the date of their issue, in denominations of Five Hundred (\$500.00) Dollars or One Thousand (\$1000.00) Dollars as the Controller of said City shall deem best, with interest thereon at the rate of not to exceed Five (5c/o) per cent. per annum payable semi-annually; the first installment of such interest to become due June 1, 1930, and such interest to be evidenced by a coupon for the interest accrued on such date, and interest accruing thereafter to be evidence by coupons for each six months' interest, such interest coupons to bear the lithographic fac simile signature of the Mayor and Controller of said City, which shall be taken for all purposes as equivalent to a manual signing thereof. All of said bonds to be signed by the Mayor and Controller of said City and sealed with the seal of said City, attested by the City Clerk of said City and shall be designated as series _____, and numbered consecutively beginning with number one, and shall be known as Paul Baer Field Aviation Bonds. Said bonds shall be due and payable as follows: one tenth (1/10) of the face or par value of the total amount of such bonds issued to be payable December 1, 1930, and a like amount of one tenth (1/10) of the face or par value of the total issue of said bonds to be payable on the 1st day of December on each year thereafter until all of said bonds are paid.

SECTION 3. Said bonds shall each be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete bond before the issuance thereof:

No. _____

\$ _____

UNITED STATES OF AMERICA
ALLEN COUNTY, INDIANA
CITY OF FORT WAYNE, PAUL BAER FIELD
AVIATION BONDS

Issue No. _____

Series _____

For Value Received, the City of Fort Wayne, Allen County, State of Indiana, hereby promises to pay to the bearer hereof, or, if registered, to the registered holder, _____ Dollars in lawful money of the United States of America on the _____ day of _____, 19____, with interest thereon at the rate of _____ per cent per annum, payable on the _____ day of _____ 19____, and thereafter, semi-annually on the _____ day of June and December in each year until paid, upon the surrender and cancellation of the proper coupons hereto attached.

Both interest and principal of this bond are payable at The First National Bank of Fort Wayne, in the City of Fort Wayne, Indiana.

This bond is one of a total issue of _____ bonds of _____ Dollars (\$_____) each, numbered from One to _____ both inclusive, issued in pursuance to an ordinance duly and legally adopted by the Common Council of the City of Fort Wayne on the _____ day of _____, 19____, authorizing the issue and sale of said bonds, and in strict conformity with and in the exercise of the powers granted to said City of Fort Wayne under an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all acts amendatory thereof and supplemental thereto.

It is hereby certified that all things and acts required by the laws of the State of Indiana and by ordinance and corporate action of the City of Fort Wayne and the Common Council thereof, pursuant to the issue of this bond have happened and have been duly done and performed in the manner provided by law in and about the authorization, preparation, issue and complete execution of this bond; and it is certified that this bond and said total issue of bonds is within every limit of debt prescribed by the constitution and laws of the State of Indiana, and to the prompt payment of the principal and interest of this bond and said total issue of bonds when the same shall become due, the full faith and credit of said City of Fort Wayne, together with all the taxable property thereof, both real and personal, are irrevocably pledged. The purchaser of this bond and his assigns shall have the privilege of having this bond registered with the Controller of said City, and after such registration it shall be transferable only by transfer recorded in the books of said Controller.

In Witness Whereof, the Common Council of the City of Fort Wayne has caused this bond to be signed by the Mayor and the City Controller of the City of Fort Wayne, and attested by the City Clerk thereof, and the corporate seal of said City to be hereunto affixed, this _____ day of _____, 192____.

Mayor of the City of Fort Wayne,

Controller of the City of Fort Wayne.

Attest:

City Clerk.

Said Coupons shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete coupon before the issuance thereof:

No. _____

\$ _____

On the _____ day of _____, 19____, Fort Wayne, Allen County, Indiana, will pay to the bearer at the First National Bank of Fort Wayne, in the City of Fort Wayne, Indiana, the sum of _____ Dollars, the same being the interest due on its Paul Baer Field Aviation Bond bearing date of _____, 19____.

Mayor of the City of Fort Wayne.

Controller of the City of Fort Wayne

SECTION 4. Such bonds shall be sold in such parcels and amounts, and at such times as may be required by the said City for the purposes above set out. The City Controller shall manage and supervise the preparation, advertisement, negotiation and sale of such bonds, subject to the terms of this ordinance, which sale or sales shall be by sealed bids for all of such bonds or parcels or allotments thereof, to the highest and best bidder for cash after three weeks' notice of such sale shall have been given by three insertions, one time each week, in two newspapers representing opposite political parties, and printed in the English language, in the said City of Fort Wayne, Indiana, and upon the payment therefor the bonds so sold shall be delivered to said bidder or bidders.

SECTION 5. When said bonds shall have been signed as herein provided, and paid for by, and delivered to, said purchaser or purchasers, the same shall be and constitute a binding obligation of the City of Fort Wayne, according to the tenor and effect thereof.

SECTION 6. The proceeds derived from the sale of the said bonds as herein provided, shall be and are hereby appropriated to the Department of Aviation of said City and to the Board of Aviation Commissioners of said City for the sole use of said Board for the payment of the expenses in and about the improvement of the Paul Baer Municipal Aviation Field, now owned by said City, for aviation purposes, and said proceeds shall be kept in a separate fund by the City Treasurer, and paid out only on warrants drawn upon said fund by the City Controller and for no other purposes than those herein set out, upon vouchers of the Board of Aviation Commissioners of the City of Fort Wayne, and said fund shall not be used for any other or different purpose.

SECTION 7. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ralph Clark

Approved May 28th, 1929,

A. C. McCoy

City Controller.

Done at the Council Chamber the 9th day of July, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of July, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1479.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 10th day of July, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 10th day of July, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1480.

An Ordinance ratifying and approving a Contract entered into on the day of May, 1929, by and between The Union Iron Products Co. of East Chicago, Ind. and the City of Fort Wayne, by and through its Board of Public Works, for the purchase and installation of certain street signs, name plates and block numbers.

WHEREAS, on the _____ day of May, 1929, The City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Union Iron Products Company of East Chicago, Indiana, for the purchase and installation of certain street signs, name plates and block numbers, which contract is in the following words and figures, to-wit:

A G R E E M E N T.

THIS AGREEMENT, made and entered into this _____ day of May, 1929, by and between THE UNION IRON PRODUCTS COMPANY of East Chicago, Indiana, party of the first part and THE CITY OF FORT WAYNE, Indiana, by and through its Board of Public Works, party of the second part, WITNESSETH: That,

The said first party agrees to furnish certain street signs, name plates and block numbers and certain street name installations, as per its proposal signed March 25th, 1929, with said second party and in compliance with a formal advertised call for bids for furnishing and installing street signs, name plates and block numbers, which said bid and proposal of said first party is by reference made a part hereof, the same as if it were incorporated in this agreement.

Said first party agrees to furnish, as per the sample submitted and held by said second party, such signs, name plates and block numbers, more particularly known as their type No. 15-D Wing Bracket signs made of brass name/plates die-pressed letters, encased in heavy frames containing the names of the streets of said city of Fort Wayne, and including block numbers of each block, incorporated therein all properly lettered, numbered and erected on existing poles, to the entire satisfaction of the said second party through its duly authorized agents and inspectors for the sum of Twelve and 80/100 dollars (\$12.80) per unit completely installed, the detail of which is as follows:

1- Type No.15-D Wing Bracket 4-way sign-----	\$ 9.80 per unit
Extra for block numbers-----	1.50 " "
Extra for installing on existing poles-----	1.50 " "
	<u>\$12.80</u>

And said first party agrees to furnish their type No. 13-F installion, consisting of 4-way criss-cross brass name plates incorporated therein, all encased in frames as per sample submitted and illustrated in their catalog, to be installed on posts 3" by 10', set in concrete to be installed in concrete base 8" X 30" at locations to be designated by the City to contain accurate names of the streets and block numbers for such locations, for the sum of Thirteen and 75/100 Dollars (\$13.75) per unit, the detail price of which is as follows:

2- Type No.13-F Criss-Cross sign made of brass plates,	
encased in frames, with assembly head-----	\$ 6.00 per unit
block numbers-----	1.50 " "
3" x 10' post-----	2.75 " "
Installing in concrete base-----	3.50 " "
	<u>\$13.75</u>

The said first party shall deliver to said second party any and all said street name plates, block numbers, frames, fixtures, post and apparatus, as ordered by the said second party of materials fully up to the proposal, and in a neat and durable and workmanlike and to erect the installations in accordance with instructions given by said second party and at locations designated by said second party and in a manner entirely acceptable to said second party. Said second party at all times reserves the right to interpret the meaning of this agreement, the proposals, and any other questions which may arise, in order to insure said second party of first class materials and workmanship.

Said First party is to furnish a surety bond in the sum of Eleven thousand two hundred fifty (\$11,250.00) dollars to guaranty faithful performance of its part of this agreement. Said first party is also to secure before commencing the work liability and indemnity insurance to amply protect the City from all damage, and liability whatsoever during the period of construction of said street signs and installations.

Said Second Party agrees to order and pay for such material and installations as may be designated by said second party according to the terms of this agreement and in such amounts as second party shall deem necessary, not to exceed an aggregate cost of Fifteen thousand (\$15,000.00) Dollars and first party agrees to commence said work promptly in preparing said signs, brackets, posts and all necessary fixtures and to start the erection of the same within three weeks from the receipt of said order, and further agrees to complete said work in six weeks as directed by the said second party.

Said second party further agrees to pay to said first party for the materials and labor above mentioned first party's claims based upon the above mentioned prices and performances and invoices rendered by said first party, but not to exceed eighty percent (80c/o) of the estimate of either delivered or delivered and installed units, after the same has been subject to the inspection and approval by said second party. Upon the completion of the work by said first party and the acceptance of the same by said second party, said second party will pay any further sum that may remain due and owing first party as part of the compensation under this agreement and will release first party from further obligation and liability under the terms hereof.

This agreement shall be binding upon the City of Fort Wayne only if and when the same is ratified by the Common Council of said City.

IN WITNESS WHEREOF the parties have hereto set their hands and seals the day and year first above written.

UNION IRON PRODUCTS COMPANY
By. C. E. Kitchin Pres.

CITY OF FORT WAYNE, INDIANA.

By- BOARD OF PUBLIC WORKS.

Wm. Beck

Tom Snook

William S. O'Rourke

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into on the ____ day of May, 1929 by and between the City of Fort Wayne, through its Board of Public Works and the Union Iron Products Company of East Chicago, Indiana, for the purchase and installation of certain street signs, name plates and block numbers, as fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Chester Hinton

Done at the Council Chamber the 9th day of July, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of July, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1480.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 10th day of July, 1929.

Leonard H. Ellenwood
City Clerk

Approved this 10th day of July, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1481

A

An Ordinance ratifying and approving a contract between the City of Fort Wayne, by and through its Board of Public Safety and the Seagrave Corporation of Columbus, Ohio, for the purchase of an Aerial Ladder Truck, to be used in the Fire Department.

WHEREAS, on the 13th day of June, 1929, the City of Fort Wayne by and through its Board of Public Safety entered into a contract with The Seagrave Corporation of Columbus, Ohio, for the purchase of an Aerial Ladder Truck to be used in the Fire Department, which contract is in the following words and figures, to-wit:

CONTRACT.

This Agreement, made in duplicate by and between THE SEAGRAVE CORPORATION, of Columbus, Ohio, first party, and The City of Fort Wayne, Indiana, By its Board of Public Safety, second party
Witnesseth:

First. The Said first party hereby agrees to furnish the apparatus and equipment according to the specifications, on file with second party and made a part of this contract, and to deliver the same as hereinafter provided.

Second. The first party guarantees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications, and will replace free of charge at its factory any part found within one year to be defective in workmanship or material. This applies to all parts of said apparatus manufactured by said first party. On rubber tires, magnetos, batteries, self starters and other accessories purchased from other manufacturers the guarantee of such manufacturers will apply.

Third. The said apparatus and equipment shall be delivered to a transportation company at Columbus, Ohio, within about 90 days. after the receipt and acceptance of this contract at the first party's office at Columbus, Ohio, delays due to strikes failures to obtain cars, materials or other causes beyond its control not preventing, and shall be delivered to said party of the second part f.o.b. cars at Fort Wayne, Indiana.

Fourth. A competent demonstrator shall, upon request, be furnished by first to demonstrate said apparatus for party of second part and to give its employes the necessary instruction in the operation and handling of said apparatus. In case such demonstration is requested, then such demonstration shall be held to be made solely by and under authority and direction of said party of the second part.

Fifth. The second party purchases and agrees to pay for said apparatus and equipment, the sum of Fourteen Thousand Two Hundred, Fifty Dollars (\$14250.00) payable in cash within 10 days at destination.

Interest at six percent per annum. payable semi-annually, shall be paid upon all deferred or past due payments, such deferred payments to be evidence by negotiable paper. If more than one piece of apparatus is covered by this contract, the above terms of payments shall apply to each piece, and an invoice covering each piece and an invoice covering each piece shall be rendered in the proper amount.

Sixth. In case the second party desires to test the said apparatus before payment is made such test shall be made within ten (10) days after arrival at destination, and a written report of such test forthwith delivered to the first party at its principal office at Columbus, Ohio. If no such test be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with contract and specifications.

Seventh. It is agreed that the apparatus and equipment covered by this contract shall remain the property of the first party until the entire contract price has been paid, but if more than one piece of apparatus is covered by this contract, then each piece shall remain the property of the first party until the above listed price for such piece has been paid in full, and in case of any default in payment the said first party may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the apparatus and equipment up to date of taking possession.

This contract to be binding must be signed and approved by the President and General Manager of The SEGRAVE Corporation or some one authorized by him to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except such as are contained herein or in the specifications attached hereto.

Canvas covers shall be returned by freight to the first party at South Columbus, Ohio, or paid for in addition to the above contract. This contract shall be valid if and when ratified by the Common Council of the City of Fort Wayne.

IN WITNESS WHEREOF, The said parties have caused these presents to be executed and the second party has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this 13 day of June, 1929.

The City of Fort Wayne, Indiana.

By Board of Public Safety

THE SEAGRAVE CORPORATION

By H. B. Spain, President.
First Party.

Arno C. Spiegel

Wm. C. Marguardt

Aug. C. Borgman

Second Party.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into on the 13th day of June, 1929, by and between the City of Fort Wayne, by and through its Board of Public Safety and The Seagrave Corporation of Columbus, Ohio, for the purchase of an Aerial Ladder to be used in the Fire Department, as more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 11. That this ordinance be in full force and effect on and after its

passage and approval by the Mayor.

Harry F. Zimmerman

Done at the Council Chamber the 9th day of July, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of July, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1481

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 10th day of July 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 10th day of July, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1482.

An Ordinance ratifying and approving a contract entered into by and between The City of Fort Wayne, by and through its Board of Public Works and the General Electric Company for the construction, delivery and erection of one switch board, cell structure and wiring to be used in the City Light and Power Plant.

WHEREAS, on the 11th day of June, 1929, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with the General Electric Company for the construction, delivery and erection of a switch board, cell structure and wiring to be used in the City Light and Power Plant which contract is in the following words and figures, to-wit:

C O N T R A C T

This agreement made and entered into this eleventh day of June, 1929, by and between the General Electric Company, of the County of Schenectady, State of New York, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection, where specified, of the work, materials and apparatus as covered by the following named divisions of the general specifications, to wit:

DIVISION NO. 5. The furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of-

- Item No. 1 - Switchboard.
- Item No. 2 - Cell Structure
- Item No. 3 - Wiring.

in the addition to the City Light and Power Works of the City of Fort Wayne, Indiana, for and in consideration of the payment by the City of Fort Wayne as follows, to wit:

Forty-Four Thousand Three Hundred Seventy-Five Dollars and No Cents (\$44,375.00).

All of said work, materials, and apparatus is to be in accordance with the said specifications and proposal supplemented by the detailed equipment specifications of the General Electric Company, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, except as follows:

1. On page 46 of the General Specifications the first paragraph under Article 10 "Suits and Damages" is eliminated, and the following substituted therefor: "The Party of the First Part has complied with Workmen's Compensation Laws. In lieu of all other liability for personal injuries, including deaths, and injuries to property, the Party of the First Part will indemnify and save harmless the Party of the Second Part from all liability and damages arising from such injuries which occur during the work and result from the negligence of employees of the Part of the First Part while engaged in said work."

2. On page 46 of General Specifications, Article 10, "Suits and Damages" the second paragraph thereunder is eliminated and the following substituted therefor.

"The Party of the First Part agrees that it will at its own expense defend all suits or proceedings instituted against the Party of the Second Part and pay any award of damages assessed against the Party of the Second Part in such suits or proceedings, so far as the same are based on any claim that the said apparatus or any part thereof constitutes an infringement of any patent of the United States, provided the Party of the Second Part gives the Party of the First Part immediate notice in writing of the institution of the suit or proceeding and permits the party of the First Part through its Counsel to defend the same and gives the party of the First Part all needed information, assistance and authority to enable the Party of the First Part so to do, and the Party of the First Part will reimburse the Party of the Second Part for the expense incurred in preparing such information and rendering such assistance as may be requested in writing by the Party of the First Part. In case such apparatus is in such suit held to constitute infringement and its use is enjoined, the Party of the First Part within reasonable time and at its own expense will either secure for the Party of the Second Part the right to continue using such apparatus, by suspension of the injunction, by procuring for the Party of the Second Part a license or otherwise, or replace such apparatus with non-infringing apparatus or modify it so that it becomes non-fringing, or remove the said enjoined apparatus and refund the sums paid therefor and reimburse the Party of the Second Part for transportation and installation costs of such apparatus. The foregoing states the entire liability of the Party of the First Part with respect to patent infringement hereunder."

3. On Page 47 of General Specifications, Paragraph 12 "Employer's Liability", and Paragraph 13 "Responsibility". are eliminated.

4. On page 48 of General Specifications, Article 16 "Replacement of Defective Material or Work" is changed to read: "The Party of the Second Part has a reasonable time to ascertain whether the apparatus and work is as represented. The conditions of test made by the Party of the Second Part prior to acceptance shall be as mutually agreed upon and the Party of the First Part shall be notified of and reserves the right to be represented at any such test. All liability under warranties shall terminate upon acceptance except if any defect or failure on account of defective apparatus, material or workmanship does appear within one year from date of acceptance, the same shall be replaced or made good by the Party of the First Part without cost to the Party of the Second Part. The correction of such defects by repair or replacement shall constitute fulfillment of all the Party of the First Part's obligations with respect to the apparatus sold hereunder, and the Party of the First Part is not to be liable for consequential damages."

Payments are to be made in accordance with paragraph 18, "Estimates" of the said General Specifications. Final payment will be made not less than thirty days after complete construction, delivery and erection of all materials and apparatus included herein.

This contract, although executed on behalf of the City by its Mayor and by

the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN TESTIMONY WHEREOF, we the foregoing named parties, hereunto set our hands and seal on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA.

By Wm. C. Geake. Mayor.

Wm. Beck
Tom Snook
William S. O'Rourke

Board of Public Works.

Attest Agatha E. Diek

Approved:

GENERAL ELECTRIC COMPANY
(Contractor, party of the first part)

By M. O. Troy

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into on the 11th day of June, 1929, by and between The City of Fort Wayne by and through its Board of Public Works and the General Electric Company for the construction, delivery and erection of a switch board, cell structure and wiring to be used in the City Light and Power Plant, as more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Edw. H. Fisher.

Done at the Council Chamber the 23rd day of July, 1929 City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of July, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1482

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor on the 31 day of July, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 5th day of August, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE No. 1483.

An Ordinance changing the names of certain Street and Avenues in the City of Fort Wayne, Indiana, as amended this 13th day of August, 1929.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the following described streets and avenues shall hereafter be known and called by the following names;

1-Park Avenue from Indiana Avenue to Broadway to be known as and called Savilla Avenue.

2-Sherman Street to be called and known as Sherman Boulevard.

3-Annie Avenue from its western terminus to its eastern to be known as and called Vance Avenue.

4-Carson Avenue from its western terminus to its eastern terminus to be known as and called Kenwood Avenue.

SECTION 2. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor and its legal publication.

Chester Hinton

Done at the Council Chamber the 13th day of August, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council, of the City of Fort Wayne, Indiana, at a Special meeting, held on the 13th day of August, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1483.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 13th day of August, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 17th day of August, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1484.

An Ordinance ordering the Improvement of the South side of Florence Avenue from Hensch Street to Sherman Street.

WHEREAS, on the 6th day of June, 1929, the Board of Public Works of the City of Fort Wayne, duly adopted a resolution deeming it necessary to improve the south side of Florence Avenue from Hensch Street to Sherman Street, as fully set forth in said resolution so adopted by the Board of Public Works of said City of Fort Wayne as above referred to; and

WHEREAS, on the 9th day of June, 1929, a majority of resident free holders from that portion of Florence Avenue on the south side thereof from Hensch Street to Sherman Street filed with said Board of Public Works a remonstrance signed by them against the making of such improvement, THEREFORE

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a necessity exists therefore and the south side of Florence Avenue from Hensch Street to Sherman Street, be and the same is hereby ordered improved in accordance with the resolution above referred to, adopted by the Board of Public Works on the 6th day of June, 1929, and in accordance with the provisions of an act entitled "An Act concerning Municipal Corporations" passed at the General Assembly at the 64th Session thereof.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Chester Hinton

Done at the Council Chamber the 13th day of August, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 13th day of August, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1484.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 16th day of August, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 17th day of August, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1485

An Ordinance fixing the tax levy for City purposes for the year 1930.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of sixty-six cents (.66) upon each One Hundred (\$100.00) Dollars of the assessed valuation of all property within the corporate limits of said City be, and the same is hereby made for the year 1930, same to be divided as follows:

General Appropriation Fund	\$.473
Sinking Fund	.05
Police Pension	.01
Fire Pension	.01
Track Elevation	.0025
River Improvement & Flood Prevention	.0135
City Plan Commission	.004
Art School	.0025
Aviation Commission	.0125
Park General	.06
Park Playground	.01
Park Tree Preservation	.005
Park Sinking Fund	<u>.007</u>
Total	\$.66

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of Two (\$2.00) Dollars during said year of 1930.

Section 3. That all taxes shall be collected in semi annual installments.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

S. Harry Fisher.

Done at the Council Chamber the 27th day of August, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of August, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1485.

Ben. F. Bennett.
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 30th day of August, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 30th day of August, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1486.

An Ordinance creating a sinking fund for the gradual extinguishment of the bonded indebtedness of the City of Fort Wayne; providing for the control thereof by a Board of Commissioners, and providing that such Commissioners shall serve without compensation, as amended this 27th day of August, 1929.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that there be and hereby is created a sinking fund for the gradual extinguishment of the bonded indebtedness of the City of Fort Wayne, Indiana in accordance with the provisions of Sections 58 to 78, both inclusive, of an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations", approved March 6th, 1905, Acts of 1905, page 219.

Section 2. That said sinking fund shall be under the control of three commissioners, to be known as the Board of Sinking Fund Commissioners, of whom the Controller of the City of Fort Wayne, shall be, ex-officio, one of the Commissioners during his term of office, and the other commissioners shall be appointed by the Mayor in accordance with the provisions of said Act of the General Assembly of Indiana.

Section 3. That said Commissioners shall serve without compensation, pay or other remuneration for their service and the Controller of the City of Fort Wayne shall act as secretary or clerk of the commission without additional fee or salary.

Section 4. That said sinking fund, the administration thereof and the Board of Commissioners herein provided for, shall be, in all respects, subject to, and governed by, the provisions of said Act of the General Assembly of the State of Indiana, herein referred to, and all Acts supplemental to and in amendment thereof.

Section 5. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

Ralph Clark

Done at the Council Chamber, the 27th day of August, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of August, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1486.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 30th day of August, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 30th day of August, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1487.

An Ordinance transferring \$500.00 from item No. 113, the same being street and alley equipment account. To item 163 of the same being the street sign account, all under the direction of the Board of Public Works.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the sum of five hundred dollars (\$500.00) be transferred from item 113, the same being, street and alley equipment account, to item no.163, the same being, the street sign account, all under the direction of the Board of Public Works.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor, and its legal publication.

Chester Hinton.

Approved August 27th, 1929.

A. C. McCoy
Controller.

Done at the Council Chamber the 10th day of September, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of September, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1487.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 12th day of September, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 14th day of September, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1488.

An Ordinance amending Section 1 of General Ordinance No. 1454, the same being, "an ordinance regulating the width of driveways from streets to lot lines and regulating the lowering and cutting of curbs", passed February 12, 1929, as amended September 10, 1929.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 1 of General Ordinance No. 1454 as above described be amended to read as follows, to wit:

"SECTION 1. That no driveway leading from any street, to the lot line of any lot shall exceed forty (40) feet in width where the same intersects with a street, or where the same crosses a sidewalk; and no curbing of any street shall be lowered or cut to a greater width than forty (40) feet for the purpose of providing egress and ingress to and from any street to any lot; except in case of a corner lot, one such driveway or one such lowering or cutting of curbing may be made to reach each street upon which such lot borders. The Board of Public Works shall hereafter issue no permit except in compliance with this ordinance."

SECTION ". That this ordinance be in full force and effect after its passage, approval by the Mayor and its legal publication.

Edw. H. Fisher

Done at the Council Chamber the 10th day of September, 1929, City of Fort Wayne, Indiana:

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of September, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1488.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 12th day of September, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 14th day of September, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1489.

An Ordinance fixing the salaries of certain employees in the Construction Department of the City Light Department of Fort Wayne, Indiana.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the employees in the Construction Department of the City Light Department of the City of Fort Wayne, as set out in this ordinance, receive the following salaries respectively:

Wagon Foreman at the rate of Ninety-five Cents (95¢) per hour.

Journeyman Lineman at the rate of Eighty-five Cents (85¢) per hour.

Apprentice Lineman at the rate of Seventy Cents (70¢) per hour.

Chief Troubleman at the rate of One Hundred Seventy-seven Dollars and Fifty Cents (\$177.50) per month.

Troubleman at the rate of One Hundred Sixty-two Dollars and Fifty Cents (\$162.50) per month.

Electrical Repairman at the rate of One Hundred Sixty-two Dollars and Fifty Cents (\$162.50) per month.

SECTION 2. That this schedule of wages shall be effective as of September 1, 1929, and this ordinance shall repeal all former ordinances or parts thereof in conflict herewith.

SECTION 3. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

A. O. Pape

Done at the Council Chamber the 24th day of September, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of September, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1489.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 26th day of September, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 26th day of September, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1490

An Ordinance fixing the compensation of the City Board of Election Commissioners for the Municipal General Election of 1929.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That each of the members of the city board of election commissioners shall be paid for his services in connection with the municipal general election of 1929 and for the canvassing of the vote at said general election the sum of Six Hundred Dollars (\$600.00)

SECTION 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

James A. Liggett

Done at the Council Chamber, the 24th day of September, 1929, City of Fort Wayne, Indiana:

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of September, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1490.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 26th day of September, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 26th day of September, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1491.

An Ordinance Regulating Traffic, as amended October 8, 1929.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That on and after November 1, 1929, it shall be unlawful for any person, firm or corporation to operate, or cause to be operated any ~~meter~~ vehicle from and upon any intersecting street into and upon New Haven Avenue from the West curb line of Fletcher Avenue to its Eastern Terminus and upon Fletcher Avenue from New Haven Avenue to Maumee Avenue without first bringing such vehicle to a complete stop, and shall not, at any time, enter said named streets from any intersecting street after making such stop, in any manner as to directly or indirectly interfere with or interrupt the traffic upon said streets, and in no event when any vehicle is approaching such intersecting streets upon said named street within Twenty-five (25) feet from such intersecting street.

SECTION 2. Anyone violating or failing to comply with this ordinance shall be fined in any sum not exceeding One Hundred (\$100.00) Dollars.

SECTION 3. That this ordinance be in full force and effect on and after its passage and approval by the Mayor and legal publication.

A. C. Voelker

Done at the Council Chamber the 8th day of October, 1929 City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of October, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1491

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 14th day of October, 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 14th day of October, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1492.

An Ordinance amending General Ordinance No. 1319, the same being "An Ordinance regulating traffic with semaphore lights and signs, repealing all ordinances or parts of ordinances in conflict therewith, and providing a penalty," passed September 28, 1926.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That General Ordinance No. 1319, the same being "An Ordinance regulating traffic with semaphore lights and signs, repealing all ordinances or parts of ordinances in conflict therewith, and providing a penalty, " be amended by adding thereto Section 4A. to read as follows:

"Section 4A . It shall be the duty of the Board of Public Safety, through its signal and police departments, to maintain and operate such semaphore fully and completely during the full twenty-four (24) hour period of each day."

SECTION 2. That this ordinance shall be in full force and take effect on after its passage and approval by the Mayor, and its legal publication.

Chester Hinton.

Done at the Council Chamber the 8th day of October, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of October, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1492.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 14th day of October, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 14th day of October, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1493.

An Ordinance changing and amending the symbols and indications of a part of Section 5 of the map, which is part of a General Ordinance No. 1436, the same being "An ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the City into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This ordinance, and ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928," passed November 13, 1928, as amended October 8, 1929.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

"SECTION 1. That the symbols and indications on Section 5 of the zoning map, which is a part of General Ordinance No. 1436 as above described, be changed from those of a "B" district to those of an "E" district in area bounded on the south by the first alley south of Williams street, on the east by the first alley west of Calhoun Street, on the north by the first alley north of Williams Street, and on the west by a line parallel with Harrison Street and one hundred fifty (150) feet west thereof."

SECTION 2. That this ordinance be in full force and effect after its passage, approval by the Mayor and its legal publication.

Chester Hinton.

Done at the Council Chamber the 8th day of October, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of October, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1493.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 14th day of October, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 14th day of October, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1494.

An Ordinance ratifying a contract between the City of Fort Wayne and Kelso-Wagner Company, of Dayton, Ohio, for the furnishing of all work, materials apparatus, tools and labor in the construction and erection of a complete wiring installation, including the performance of miscellaneous and electrical work, for the City Light and Power Plant.

SECTION 1. Whereas, on the 24th day of September, 1929, the City of Fort Wayne, Indian entered into a certain contract with the Kelso-Wagner Company, of Dayton, Ohio, for the furnishing of all work, materials, apparatus, tools and labor in the construction and erection of a complete wiring installation, including the performance of miscellaneous and electrical work, for the City Light and Power Plant, which contract is in the following words and figures, to-wit:

C O N T R A C T

This agreement made and entered into this 24th day of September, 1929, by and between The Kelso-Wagner Co., of the County of Montgomery, State of Ohio, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection, where specified, of the work, materials and apparatus as covered by the specifications on file with the Board of Public Works, which specification are made a part of the contract as fully and effectually as if copied herein at full length, to-wit:

Complete wiring installation including the performance of miscellaneous electrical work to be completed within 75 calendar days, all of which work, material and apparatus is to be in accordance with the said specifications and proposal (except as specifically noted in this contract), all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to-wit:

Fifteen Thousand Eight Hundred and Twenty-Five Dollars and no cents (\$15,825.00) in accordance with paragraph No. 18, entitled "Estimates", of the General Specifications.

This Contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the under-

signed, each for himself, binds itself, its successors and assigns.

IN TESTIMONY WHEREOF, we, the foregoing named parties, hereunto set our hands and seal on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA.

By. Wm. C. Geake
Mayor.

The Kelso- Wagner Co.

Wm. Beck

Tom Snook

Agatha E. Diek

William S. O'Rourke
Board of Public Works

By. M. H. Wagner, V. P.
Contractor, party of the first part.

Approved:

The Froehlich & Emery Engineering Co.

Attest _____
Sec'y.

By. G. W. Emery

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

SECTION 1. That the contract heretofore entered into on the 24th day of September, 1929, by the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Kelso-Wagner Company, of Dayton, Ohio, for the furnishing of all work, materials, apparatus, tools and labor in the construction and erection of a complete wiring installation, including the performance of miscellaneous and electrical work, for the City Light and Power Plant, as more fully set forth in the preamble hereto, be, and the same is hereby in all things ratified.

SECTION 2. That this ordinance be in full force and effect upon its passage and approval by the Mayor.

Harry F. Zimmerman

Done at the Council Chamber the 8th day of October, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of October, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1494.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 14th day of October, 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 14th day of October, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1495.

An Ordinance amending General Ordinance #1491, the same being "An Ordinance Regulating Traffic as amended October 8th, 1929 passed October 8, 1929.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That section one of said ordinance be amended to read as follows;

"Section 1. That on and after November 1st, 1929 it shall be unlawful for any person, firm or corporation to operate or cause to be operated, any vehicle from and upon any intersecting street into and upon Fletcher Avenue from Maumee Avenue to Wayne Trace, also into and upon Wayne Trace from the West Curb line of Fletcher Avenue to New Haven Avenue, also into and upon New Haven Avenue from Wayne Trace to its eastern terminus without first bringing such vehicle to a complete stop, and shall not, at any time, enter said named streets from any intersecting streets after making such stop, in any manner as to directly or indirectly interfere with or interrupt or the traffic upon said streets, and in no event when any vehicle is approaching such intersecting streets upon said named street within Twenty-five (25) feet from such intersecting street.

Section 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor and legal publication.

A. C. Voelker
Walter L. Curdes.

Done at the Council Chamber the 12th day of November, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of November, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1495.

Ben. F. Bennett.
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 14th day of November, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 14th day of November, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO.1496.

AN ORDINANCE FIXING THE SALARY OF THE CITY BACTERIOLOGIST

Be it enacted by the Common Council of the City of Fort Wayne, Indiana.

SECTION 1. That on and after the 1st day of December, 1929, the compensation to be paid the City Bacteriologist is hereby fixed and established at the rate of Twenty-two Hundred and Twenty (\$2220.00) a year.

SECTION 2. That all other ordinances fixing the salary of said City Bacteriologist and any other ordinance in conflict herewith, are hereby repealed.

SECTION 3. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

A. O. Pape.

Recommended by
D. R. Benninghoff.

Done at the Council Chambers the 26th day of November, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of November, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1496.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 29th day of November, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 30th day of November, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO. 1497.

An Ordinance authorizing the Board of Public Works to purchase certain real estate for Street openings and Highway purposes.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Board of Public Works of the City of Fort Wayne be and is hereby authorized to purchase the following described real estate in Allen County, Indiana, to-wit:

A portion of the land or right of way of the Grand Rapids and Indiana Railroad Company (Operated by the Pennsylvania Railroad as a branch Railroad), located in the Northwest Quarter of Section 10, Township 30, North, Range 12 East, described as follows: Beginning at a point on the west right of way or property line of said Railroad two hundred forty (240) feet north of and at right angles thereto, of the north right of way line of the Pittsburgh, Fort Wayne and Chicago Railway (Operated by the Pennsylvania Railroad); Thence in a southeasterly direction paralleling the north right of way line of the said Pittsburgh, Fort Wayne and Chicago Railway to the east right of way line of the said Grand Rapids and Indiana Railroad; thence in a northerly direction following the east right of way line of the Grand Rapids and Indiana Railroad to a point that is three hundred twenty (320) feet north of and at right angles to the north-right of way line of the Pittsburgh, Fort Wayne and Chicago Railway; thence in a northwesterly direction parallel to and three hundred twenty (320) feet distant therefrom, of the said north right of way line of the west right of way line of the said Grand Rapids and Indiana Railroad; thence south following said west right of way line to the place of beginning, also

A portion of the land or right of way of the New York Central Railroad Company located in the Northwest Quarter of Section 10, Township 30 North, Range 12 East described as follows: Beginning at a point on the west right of way or property line of said Railroad Company two hundred forty (240) feet north of and at right angles thereto of the north right of way line of the Pittsburgh, Fort Wayne and Chicago Railway (operated by the Pennsylvania Railroad); thence in an easterly direction paralleling the North right of way line of the said Pittsburgh, Fort Wayne and Chicago Railway to the east right of way line of the said New York Central Railroad Company; thence in a northerly direction following the said east right of way line of the New York Central Railroad Company to a point three hundred twenty (320) feet north of and at right angles to the north right of way line of the said Pittsburgh, Fort Wayne and Chicago Railway; thence in a northwesterly direction parallel to and three hundred and twenty (320) feet distant therefrom, of the said north right of way line of the Pittsburgh, Fort Wayne and Chicago Railway to the west right of way line of the said New York Central Railroad Company's right of way line; thence south following said west right of way line to the place of beginning, also;

A portion of that part of the northwest quarter of the Northwest Quarter of Section 10, Township 30 North, Range 12 East, located south of the north line of said Section 10, Township 30 North, Range 12 East; West of the west rights of way lines of the Grand Rapids and Indiana Railroad and the New York Central Railroad; North of the north right of way line of the Pittsburgh, Fort Wayne and Chicago Railway and east of a line that is one hundred eighty-nine (189) feet east of the west line of said Section 10, Township 30 North, Range 12 East. That portion of the above described tract of land to be condemned for street purposes is described as follows; Commencing at a point one hundred eighty-nine (189) feet east of and at right angles to the west line of said Section 10, Township 30 North, Range 12 East and two hundred forty (240) feet north of and at right angles to the north line of the right of way of the Pittsburgh, Fort Wayne and Chicago Railway; thence in a southeasterly direction paralleling the north right of way line of the said Pittsburgh, Fort Wayne and Chicago Railway to the west right of way line of the New York Central Railroad; thence north following the said west right of way line to a point three hundred twenty (320) feet north of and at right angles to the north right of way line of the said Pittsburgh, Fort Wayne and Chicago Railway; thence in a northwesterly direction parallel to and three hundred twenty (320) feet distant therefrom, of the said north right of way line to a point that is one hundred eighty-nine (189) feet east of the west line of said Section 10, Township 30 North, Range 12 East; thence south on said line to the place of beginning, also;

Beginning at a point on the west line of Section 10, Township 30 North, Range 12 East, that is two hundred forty (240) feet North of and at right angles to the north line of the right of way of the Pittsburgh, Fort Wayne and Chicago Railway; thence in a southeasterly direction paralleling the north right of way of said railway to a point that is one hundred eighty-nine (189) feet east of and at right angles to the said west line of said Section 10, Township 30 North, Range 12 East; thence north following said line that is one hundred eighty-nine (189) feet east of the west line of said Section 10, Township 30 North, Range 12 East to a point that is three hundred twenty (320) feet north of and at right angles to the north right of way line of said Pittsburgh, Fort Wayne and Chicago Railway; thence in a northwesterly direction parallel to and three hundred twenty (320) feet distant therefrom, of the said north right of way line to the west line of Section 10, Township 30 North, Range 12 East; thence south on said west section line to the place of beginning, also;

That part of Lot Number 46 Wichman's Addition located in the Northeast quarter of Section 9, Township 30 North, Range 12 East, described as follows: Beginning at a point on the north line of said Lot Number 49 Wichman's Addition six

and four tenths (6.4) feet west of the northeast corner thereof; thence easterly on the north line of said lot six and four tenths (6.4) feet; thence southerly on the easterly line of said Lot Number 46 eleven and three tenths (11.3) feet; thence in a northwesterly direction to the place of beginning, also;

A part of the following tract of land in the East half of the Southeast Quarter of Section 26, Township 31 North Range 12 East, in Allen County, Indiana, in the City of Fort Wayne, described as follows:

Commencing at a point in the center line of the Lima Plank Road eleven and seventy-seven hundredths (11.77) chains North and one and seven hundredths (1.07) chains east of the Southwest corner of the East Half of the Southeast Quarter of Section 26, Township 31 North, Range 12 East aforesaid; thence East and parallel with the South line of said section a distance of eight and fifty-five hundredths (8.55) chains; thence South five and seventy-eight hundredths (5.78) chains; thence west five and twenty-nine hundredths (5.29) chains to the center line of said Lima Plank Road; thence north thirty (30) degrees West along the center line of said Lima Plank Road, six and sixty-four hundredths (6.64) chains to the place of beginning, all as recorded in Deed Record 95, page 194, of the Deed Records of Allen County, more particularly described as follows, to-wit:

Commencing at the Northwest corner of the afore described tract of land, thence East on the North line thereof a distance of three hundred and fifty-nine and fifty-three hundredths (359.53) feet to the place of beginning, said point being thirty-three (33) feet from and at right angles thereto the center line of State Road 27 as relocated North of said tract of land; thence Southwesterly three hundred and eighty-four and eighty-three hundredths (384.83) feet to the south line of said tract of land; thence west sixty-six and one tenth (66.1) feet along the said south line; thence north thirty (30) degrees West one hundred and fifty-five and thirty-five hundredths (155.35) feet; thence East ninety-two and ninety-four hundredths (92.94) feet; thence Northeasterly two hundred and forty-eight and nine hundredths (248.09) feet to a point in the North line of said tract, said point being sixty-six and fifty-seven hundredths (66.57) feet west of the place of beginning; thence East Sixty-six and fifty-seven (66.57) hundredths feet to the place of beginning excepting therefrom a strip of land heretofore opened over and across said tract and known as Penn Avenue, also;

Commencing at the Northwest corner of Lot A Penn Place Addition to the City of Fort Wayne, Indiana; located in the east half of the Southeast Quarter of Section 26, Township 31 North, Range 12 East; thence East along the North line of said Lot A a distance of Sixty-six and one tenth (66.1) feet; thence in a southwesterly direction to a point on the south line of said Lot A, twenty-four and two tenths (24.2) feet East of the Southwest corner of said Lot; thence west along the south line of said Lot A, twenty-four and two tenths (24.2) feet to the West line of said Lot A; thence in a northwesterly direction following the West line of said Lot A to the place of beginning.

For the purpose of opening and establishing Washington Drive and the opening and establishing of North Clinton Street to connect up with State Road No. 27, and that the purchase price of said parcels of land be paid out of the money heretofore appropriated for street opening and widening under Appropriation Ordinance No. 1024, passed by the Common Council on September 10, 1929.

SECTION II. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Herman F. Gerdon.

Done at the Council Chambers the 26th day of November, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of November, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1497.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 29th day of November, 1929.

Leonard H. Ellenwood.
City Clerk.

Approved this 30th day of November, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE NO. 1498.

An Ordinance prohibiting parking within Fifteen (15) feet of a sign designating a through or stop street.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION I. That it shall be unlawful for any person to park any vehicle, or to stop such vehicle or allow or permit the same to be stopped or remain standing in and upon any street or public highway in the city of Fort Wayne within fifteen (15) feet of any sign erected along or near the curb of such street or public highway for the purpose of designating a through or stop street.

SECTION II. Any one violating any of the provisions of this ordinance shall be fined in any sum not to exceed One Hundred (\$100.00) Dollars.

SECTION III. That this ordinance shall be in full force and effect on and after its passage, approval by the Mayor and its legal publication.

A. O. Pape

Done at the Council Chambers the 26th day of November, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of November, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1498

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 29th day of November, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 30th day of November, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1499.

An Ordinance regulating within the City of Fort Wayne the Reporting of Lost, Strayed, Diseased, Abused, Neglected or Injured Domestic Animals and defining by whom the same may be destroyed.

1. BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, That all reports of lost, strayed, diseased, abused, neglected or injured domestic animals which may require the attention of the Humane Society of the City of Fort Wayne, shall be made directly to the Office of the Fort Wayne Humane Society.

2. No person, except a licensed Veterinary Surgeon or an officer of the Fort Wayne Humane Society, shall destroy any such lost, strayed, diseased, abused, neglected or injured domestic animal by shooting the same, except in the case of immediate self protection; provided, however, that this section shall not prevent a police officer or fireman of the City of Fort Wayne from destroying such animals in an extreme emergency, or to prevent undue suffering; and provided further, that all reports relative to such animals mentioned in Section 1 of this ordinance when made to any police officer of the City of Fort Wayne shall be reported immediately by such officer to the Humane Officer of said Society or his representative.

3. Any person violating any of the provisions of Section 2 of this ordinance shall upon conviction be fined in any sum not exceeding \$10.00.

4. This Ordinance shall be in full force and effect after its passage and approval by the Mayor and its legal publication.

A. O. Pape

Done at the Council Chamber the 26th day of November, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of November, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1499.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 29th day of November, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 30th day of November, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE No. 1500

VETOED

by

Mayor.

An Ordinance forbidding the hawking, speiling, crying or otherwise noisily
and objecting advocating of wares.

GENERAL ORDINANCE NO. 1501.

An Ordinance requiring the New York, Chicago and St. Louis Railway Company to maintain safety signals at the Glasgow Avenue crossing.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

SECTION I. That the New York, Chicago and St. Louis Railway Company be and the same is hereby required to erect and maintain flashing electric light signals on each side of its tracks where the same cross Glasgow Avenue in the City of Fort Wayne, during the entire twenty-four (24) hour period of each day.

SECTION II. Upon the failure of said company to erect and maintain the protection as set out in section one of this ordinance, said company shall be fined not less than Ten (\$10.00) Dollars and not more than Twenty-five (\$25.00) dollars, and each day shall constitute a separate offense.

SECTION III. This ordinance shall be in full force and effect on after its passage and approval by the Mayor, and its legal publication; and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

S. Harry Fisher

Done at the Council Chamber the 10th day of December, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of December, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1501.

Ben. F. Bennett
President

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 12th day of December, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 16th day of December, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1502.

VETOED

by

Mayor.

An Ordinance fixing the salaries of certain employees in the Fire and Police Departments of the City of Fort Wayne.

GENERAL ORDINANCE NO. 1503.

An Ordinance approving a contract between the Indiana Service Corporation and the City of Fort Wayne by and through its Board of Public Works for the construction, maintenance, operation and use of a standard street railway track over and along South Wayne Avenue in said City of Fort Wayne from the South line of Maxine Drive to the North line of Pettit Avenue in said City.

WHEREAS heretofore on the 26th day of November, 1929 the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Indiana Service Corporation for the construction, maintenance, operation and use of a standard street railway track over and along South Wayne Avenue in said City of Fort Wayne from the south line of Maxine Drive to the North line of Pettit Avenue in said City, which contract is in the following words, to-wit:

WHEREAS, Indiana Service Corporation is now the owner of and engaged in operating a system of street railways in the City of Fort Wayne, Indiana, for the purpose of furnishing transportation to the inhabitants of said City, and is desirous of constructing, maintaining, operating and using additional street railway tracks, together with all necessary appliances and appurtenances thereto, as a part of its said street railway system in order to provide adequate service and facilities to its patrons and for the conduct of its business and for the public convenience, interest and safety by the construction, operation, maintenance and use of a standard street railway track over and along South Wayne Avenue in said City of Fort Wayne from the south line of Maxine Drive to the north line of Pettit Avenue in said City, and the necessary switches and connecting tracks, to connect with the existing street railway system at street intersections located along said route, as more specifically hereinafter set forth, and in accordance with the plans and specifications therefor on file with the Board of Public Works of said City,

NOW, THEREFORE, THIS AGREEMENT, made and entered into this 26th day of November, 1929 by and between the City of Fort Wayne, Indiana, hereinafter called the "City" by and through its Board of Public Works, and Indiana Service Corporation, a corporation organized and existing under the laws of the State of Indiana, hereinafter called the "Company,"

WITNESSETH;

THAT: For and in consideration of the several and mutual covenants herein contained it is hereby agreed by and between said parties as follows:

1. The City, by and through its Board of Public Works, under and by virtue of the power and authority granted by law to said Board, does hereby give and grant to the Company, its successors and assigns, subject to the conditions hereinafter expressed, permission and authority from and after the approval of this contract by the Common Council of said City by ordinance, to construct, maintain, use, replace, renew, repair and operate a standard street railway system on and along the following streets in the City of Fort Wayne, Allen County, Indiana:

The right to construct, maintain, renew, replace, repair, use and operate a standard double track street railway over, on and along South Wayne Avenue from the south line of Maxine Drive to the north line of Pettit Avenue, together with the necessary and suitable double track turnouts and switches, properly to connect said double track street railway system with the existing street railway system of the Company, together with the necessary passing tracks and switches, and together with all necessary poles, wires, anchors, guy wires and appurtenances appertaining thereto and necessary for the proper construction, maintenance, repair, replacement, renewal, use and operation of said street railway.

2. The permission and authority hereby granted are upon the following terms and conditions, which terms and conditions the Company hereby expressly covenants and agrees for itself, its successors and assigns, to fully carry out and perform:

A. The work of constructing said street railway system and other fixtures and appliances shall be done and performed in accordance with said specifications so filed with the Board of Public Works, and to the satisfaction of said Board.

B. The construction of said tracks shall be carried on so that cross streets shall be open at all times for vehicular traffic.

C. The Company, its successors and assigns, hereby expressly agrees to and shall forever indemnify and save harmless the said City against and from all damages, judgments, decrees, costs and expenses which the City may suffer, or which may be recovered or obtained against it by reason of or growing out of or resulting in any way from the execution of this contract, the passage of the ordinance ratifying the same, or the constructing, maintaining or operation of the system of street railway herein provided for, or the exercise by the Company, its servants or agents, of the rights, privileges, limitations, conditions and the agreements, stipulations or requirements herein contained, and agrees to pay said City any such damages, judgments, decrees, costs, and expenses which it may hereby or thereby suffer, and in any suit brought by the City for recovery of any such damages, costs or expenses it shall be entitled to recover in addition thereto reasonable attorney fees.

D. The Company agrees to complete the construction of said system of street railway on or before the 31st day of December, 1931. All of said tracks and the necessary curves shall be laid under the supervision of and on lines designated by and with the approval of the City Engineer of said City.

E. The Company agrees that, except between the south line of Pasadena Drive and the north line of Pettit Avenue, it will cause to be paved that portion of said South Wayne Avenue between Maxine Drive and Pettit Avenue between the outer rails of said tracks and for a space of twelve (12) inches on the outside of said outer rails with vitrified paving brick on a concrete foundation, in all things under and in accordance with specifications to be approved by said Board of Public Works and to be acceptable to said Board in all cases where the remainder of said streets are now paved, and hereafter to maintain and repair said portion of said street pavement in the manner of and at such times as said Board may require and

said Company further agrees to repave said portion of said street when and as often as the remaining portions of said street are paved by said City, provided, however, that said Company shall not be required to repave or maintain said portion of said streets with any more expensive material than the remaining portions are or may hereafter be paved with.

F. It is agreed that the Company shall not be required to pave its said tracks in the manner hereinbefore provided in Section E. between the south line of Pasadena Drive and the north line of Pettit Avenue and that between said two points said track is to be located in the center of the central boulevard strip specially platted for that purpose and is to be unpaved except at the intersections of said South Wayne Avenue with Sherwood Terrace and Maple Grove Avenue, at which intersections it shall be paved in the manner hereinbefore provided in Section E.

G. Said Company shall keep said track in good condition at all times so that vehicles may easily and freely at all times cross said tracks at all points in any direction without unreasonable interference or obstruction except within the park strip above specified.

H. The Company in the enjoyment of its rights hereunder shall in all things be governed and controlled by all of the limitations, conditions, agreements, stipulations and requirements and have the same rights, privileges and duties as are contained in an ordinance of said City of Fort Wayne granting a franchise to the Fort Wayne Traction Company September 2, 1902, except as modified by existing or future laws and all laws amendatory thereof and supplemental thereto, and except as to rates to be charged for its services and except that the time of expiration of the grant of rights herein granted shall be the same as the expiration of the franchise granted said Fort Wayne Traction Company on September 2, 1902 as said time may be now modified by the Act of the General Assembly of the State of Indiana known as the Shively-Spencer Utility Commission Act passed at its session in 1913 and contained in the Acts of the General Assembly of Indiana for the year 1913 on page 167 and all acts amendatory thereof and supplemental thereto and which limitations, agreements, conditions, stipulations and requirements of said ordinance shall be exercised, kept and performed by the Company, its successors and assigns in so far as the same do not so conflict and are not so modified as aforesaid.

I. If said Shively-Spencer Utility Commission Act should be repealed or annulled either by such General Assembly or by court action, the Company in the enjoyment of its rights hereunto shall in all things be governed and controlled by the conditions, agreements, stipulations and requirements of, and have the same rights, privileges and duties as are contained in said ordinance referred to in paragraph "H" hereof, except as to rates to be charged for its service, and except that the time of expiration of grant of the rights herein granted shall be the same as the expiration of said franchise granted dated September 2, 1902, as said time may be now modified by said Shively-Spencer Utility Commission Act and all acts amendatory thereof and supplemental thereto. As to the part of the system herein provided for rate or rates for services shall at all times

be the same as the rates charged for service of the remaining portion of its system generally, and the same agreements, stipulations and requirements in said ordinance, except as to rates and expiration of grant as above provided, shall be kept and performed by said Company, its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(SEAL)

INDIANA SERVICE CORPORATION
By Robert M. Feustel
President.

ATTEST:
Fred H. Schmidt
Secretary.

BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE,

By Wm. Beck

Tom Snook

ATTEST:
Agatha E. Diek
Secretary.

William S. O'Rourke.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION I. That the contract heretofore entered into by and between the City of Fort Wayne by and through its Board of Public Works and the Indiana Service Corporation providing for the construction, maintenance, operation and use of a standard street railway track over and along South Wayne Avenue in said City of Fort Wayne, from the south line of Maxine Drive to the north line of Pettite Avenue in said City as fully set forth in the preamble hereto, be and the same is hereby in all thing ratified and approved.

SECTION II. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Chester Hinton

Done at the Council Chamber the 10th day of December, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of December, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1503.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 12 day of December, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 16th day of December, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1504.

An Ordinance fixing the salaries and wages of certain officers and employees in the Fire, Police and Signal Departments of the City of Fort Wayne, as amended this 17th day of December, 1929.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION I That the following officers and employees of the Department of Public Safety in the Police, Fire and Signal Departments shall receive the following salaries and wages respectively from and after the 1st day of January, 1930:

The Chief of the Police Department shall receive a salary at the rate of Three Hundred (\$300.00) dollars per month.

The Chief of the Fire Department shall receive a salary at the rate of Three Hundred (\$300.00) Dollars per month.

The Assistant Chief of the Fire Department shall receive a salary at the rate of Two hundred fifty (\$250.00) Dollars per month.

The Superintendent of the Fire and Police Signal Department shall receive a salary at the rate of Two Hundred Fifty (\$250.00) Dollars per month.

The Battalion Chiefs of the Fire Department shall each receive a salary at the rate of Two Hundred Fifteen (\$215.00) dollars per month.

The Captains of the Fire Department shall each receive a salary at the rate of One Hundred Seventy-five (\$175.00) Dollars per month.

The Captain in charge of the Fire Prevention Bureau shall receive a salary at the rate of One Hundred Ninety (\$190.00) Dollars per month.

The Lieutenants of the Fire Department shall each receive a salary at the rate of One Hundred Sixty-seven and 50/100 (\$167.50) Dollars per month.

All hose-men, tiller-men, alarm and telephone operators, and all other privates of the Fire Department including the Secretary of the Chief of the Fire Department shall each receive a salary during the first six months of their employment at the rate of One Hundred Forty (\$140.00) dollars per month; Employees of the same class during the second six months of their employment shall each receive a salary at the rate of One Hundred Forty-five (\$145.00) Dollars per month; Employees of the same class during the third six months of their employment shall each receive a salary at the rate of One Hundred fifty (\$150.00) Dollars per month; Employees of the same class during the fourth six months of their employment shall each receive a salary at the rate of One hundred Fifty-five (\$155.00) dollars per month, and employees of the same class during the fifth six months and thereafter during their employment shall each receive a salary at the rate of One Hundred Sixty (\$160.00) Dollars per month.

SECTION II. All Ordinances and parts of ordinances in conflict herewith are hereby repealed, and it is the intention of this ordinance that the salaries contemplated herein shall be paid for such time as said employees are actually in service.

SECTION III. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Walter L. Curdes,

Done at the Council Chamber the 17th day of December, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 17th day of December, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1504.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 19th day of December, 1929.

Leonard H. Ellenwood,
City Clerk.

Approved this 19th day of December, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE #. 1505.

An Ordinance approving a contract between The Fort Wayne Journal Gazette Company and the City of Fort Wayne, by and through its Board of Public Works, covering the printing of the Proceedings of the Common Council for the year 1930.

WHEREAS, heretofore on the 17th day of December, 1929, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with The Fort Wayne Journal Gazette Company, covering the printing of the Proceedings of the Common Council for the year 1930, which contract is in the following words and figures, to-wit:

CONTRACT AND BOND.

THIS AGREEMENT, made and entered into this 17th day of December, 1929, by and between the Fort Wayne Journal- Gazette, party of the first part, and the City of Fort Wayne, Allen County, State of Indiana, by and through its Board of Public Works, party of the second part, WITNESSETH;

That the party of the first part covenants and agrees to print in the FORT WAYNE JOURNAL - GAZETTE Proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1st, 1930, until December 31st, 1930, and to furnish the parties of the second part, One Hundred and Twenty-five (125) copies of the Proceedings of each Council Meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31st, 1930, Fifty (50) copies of the Proceedings of the entire year, bound together with and index for each of said copies. All of said Fifty (50) copies to be bound with Buckram, and also Twenty-five (25) copies to be bound in cloth.

The party of the first part expressly agrees to perform all the work and furnish all material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, and to the entire satisfaction of the Board of Public Works.

It is understood and agreed by the parties hereto that the specifications shall be and are hereby made a part of this contract as fully and effectually as if copied in full length.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same to the foregoing FORT WAYNE JOURNAL - GAZETTE, shall be at the rate of One Dollar and twenty cents (\$1.20) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index which shall be measured as two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and that the price for publishing all ordinances and other publication required to be made by law, shall be One Dollar and Twenty Cents (\$1.20) per inch, column width, to be measured as the same appear in said paper.

It is further agreed by the parties hereto, that in case the first party fails to perform all the conditions required by this contract, to be performed by it, the parties of the second part shall have the right to take charge of said work and the same done

and deduct thereof from any amount then due the party of the first part.

The party of the first part agrees that in the prosecution of said work all proper skill will be exercised and the party of the first part agrees to furnish a good and sufficient bond in the sum of Two Thousand (\$2,000.00) Dollars payable to the City of Fort Wayne, Indiana, for the faithful performance of all of the conditions of this contract.

IT IS HEREBY AGREED THAT NO ASSIGNMENT OF THIS CONTRACT shall be made without the written consent of said parties of the second part.

IN TESTIMONY WHEREOF, THE FOREGOING NAMED PARTIES HEREUNTO set their hands and seals this 17th day of December, 1929.

Journal - Gazette Co.

BY L. G. Ellingham
Party of the First Part.

Wm. Beck

Tom Snook

William S. O'Rourke
CITY OF FORT WAYNE, IND.

THROUGH ITS BOARD OF PUBLIC WORKS
PARTY OF THE 2ND. PART.

ATTEST: Agatha E. Diek
Secretary.

Wm. C. Geake
MAYOR.

KNOW ALL MEN BY THESE PRESENTS, That, we the JOURNAL - GAZETTE COMPANY, as principal, and L. G. Ellingham, of Allen County, State of Indiana, are held and firmly bound to the City of Fort Wayne, Indiana, in the penal sum of Two Thousand Dollars (\$2,000.00) for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligations are such that the above named party of the first part shall faithfully comply with the foregoing contract, made and entered into this 17th day of December, 1929, with the City of Fort Wayne, Indiana, and shall fulfill all the conditions and stipulations therein contained, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

WITNESS OUR HANDS AND SEAL THIS 17th day of December, 1929.

Journal - Gazette Co.

BY L. G. Ellingham
PARTY OF THE FIRST PART.

L. G. Ellingham

APPROVED THIS 17 day of December, 1929.

Wm. Beck

Tom Snook

William S. O'Rourke
BOARD OF PUBLIC WORKS.

ATTEST Agatha E. Diek,
Secretary. J.L.

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. G. Ellingham, of and for the Fort Wayne, Journal-Gazette, and acknowledged the execution of the foregoing instrument for the uses and purposes therein mentioned.

Witness my hand and notarial seal this 17th day of December, 1929.

A. Z. Scherer
Notary Public.

(SEAL) My commission expires June 26, 1933.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION I. That the contract heretofore entered into on the 17th day of December, 1929, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and The Fort Wayne Journal Gazette Company, covering the printing of the Proceedings of the Common Council for the year 1930, as fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION II. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Harry F. Zimmerman

Done at the Council Chamber the 17th day of December, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 17th day of December, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1505.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 19th day of December, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 19th day of December, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1506

An Ordinance fixing the compensation of certain employees of the Police Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION I. That the following employees under the Department of Public Safety in the Police Department shall receive the following salaries respectively from and after the first day of January, 1930:

The Captain of the Police Department shall receive a salary at the rate of Two hundred thirty (\$230.00) dollars per month.

The Captain of the Detectives shall receive a salary at the rate of Two hundred twenty-five (\$225.00) dollars per month.

The Lieutenants shall each receive a salary at the rate of Two hundred five (\$205.00) dollars per month.

The Sergeant-Detectives shall receive a salary at the rate of One Hundred Eighty-five (\$185.00) Dollars per month.

The Patrol-Sergeants and Desk Sergeants shall each receive a salary at the rate of One hundred seventy-five (\$175.00) Dollars per month, except the Traffic-Sergeant who shall receive a salary at the rate of One Hundred eighty (\$180.) dollars per month.

The garage attendants shall receive a salary at the rate of One Hundred Fifty-five (\$155.00) and One Hundred Sixty (\$160.00) dollars per month.

All patrol-men, call-clerks, station masters, wagon-drivers, motorcycle men, traffic-men and patrol-women and all other members of the department performing similar duties shall each receive a salary at the rate of One hundred fifty (\$150.00) dollars during the first six months of their employment; during the second six months of their employment they shall each receive a salary at the rate of One Hundred-fifty (\$155.00) per month and thereafter each shall receive a salary at the rate of One Hundred-fifty-five (\$155.00) per month and thereafter each shall receive a salary at the rate of One hundred sixty (\$160.00) dollars per month.

SECTION II. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

S. Harry Fisher

Done at the Council Chamber the 17th day of December, 1929. City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 17th day of December, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. #1506.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 19th day of December, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 19th day of December, 1929.

Wm. C. Geake.
Mayor.

GENERAL ORDINANCE #1507.

An Ordinance authorizing the Board of Public Works to purchase certain real estate for River improvement purposes.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION I. That the Board of Public Works be and is hereby authorized and empowered to purchase at a price not to exceed Fifty-two hundred fifty and no/100 (\$5250.00) Dollars, for river improvement purposes, the following described real estate in the County of Allen and State of Indiana, to-wit:

Lot No. Six hundred eighty-two (682) Plat "B" Lakeside Park Addition Amended to the city of Fort Wayne, according to the recorded plat thereof.

SECTION II. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

J. M. Stouder

Done at the Council Chamber the 17th day of December, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 17th day of December, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1507.

Ben. F. Bennett
President.

Leonard H. Ellenwood,
City Clerk.

Presented to the Mayor for approval on the 19th day of December, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 19th day of December, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE NO. 1508.

An Ordinance authorizing the Board of Public Works to purchase certain real estate.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

SECTION I: That the Board of Public Works be and is hereby authorized and empowered to purchase at a price not to exceed Five thousand----(\$5000.00) dollars, and subject to bonded improvement assessment and taxes, the following described real estate in the County of Allen and State of Indiana, to-wit:

Block "A" South Kensington Park Addition to the City of Fort Wayne according to the recorded plat thereof.

SECTION II: That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Chester Hinton

Done at the Council Chamber the 17th day of December, 1929, City of Fort Wayne, Indiana.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a special meeting, held on the 17th day of December, 1929, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1508.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 19th day of December, 1929.

Leonard H. Ellenwood
City Clerk.

Approved this 19th day of December, 1929.

Wm. C. Geake
Mayor.

GENERAL ORDINANCE No. 1509

AN ORDINANCE FIXING SALARIES OF EMPLOYEES IN THE DEPARTMENT
OF FINANCE IN THE CITY OF FORT WAYNE, INDIANA:

Be it ordained by the Common Council of the City of Fort Wayne,
Indiana:

SECTION 1. That the following Clerks and employees of the
Department of Finance of the City of Fort Wayne, Indiana, shall receive the following
salaries, respectively :

ASSISTANT DEPUTY COMPTROLLER shall receive a salary at the rate
of One Hundred Forty Dollars (\$140.00) per month;

THE BOND AND COUPON CLERK shall receive a salary at the rate of
One Hundred Forty Dollars (\$140.00) per month;

THE DEPUTY CONTROLLER OF BARRETT LAW FUND shall receive a salary
at the rate of Two Hundred Fifty Dollars (\$250.00) per month;

THE ASSISTANT DEPUTY COMPTROLLER OF BARRETT LAW FUND shall receive
a salary at the rate of One Hundred Seventy-five Dollars (\$175.00) per month;

THE CLERK OF THE BARRETT LAW FUND shall receive a salary at the
rate of One Hundred Forty Dollars (\$140.00) per month.

SECTION 2. That the salaries herein provided shall take effect
January 1st, 1930.

SECTION 3. That all Ordinances or parts of Ordinances in conflict
herewith are hereby repealed.

SECTION 4. That this ordinance be in full force and effect from
and after its passage and approval by the Mayor.

LOUIS J. VOORS

(Ayes 16-Nays none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort
Wayne, Indiana, at a Regular meeting, held on the 28th day of January, 1930, by a
majority vote of all members elect, did pass the ordinance hereunto attached and
known as GENERAL ORDINANCE # 1509

M.L.Burns
President

Leonard E. Pranger
City Clerk

Presented to the Mayor for approval on the 3rd day of February,
1930.

Leonard E. Pranger
City Clerk.

Approved this 6th day of February, 1930.

William J. Hosey
Mayor.

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1510

AN ORDINANCE CHANGING THE NAME OF FAIR OAKS AVENUE TO FOREST
AVENUE:

BE IT ORDAINED by the Common Council of the City of Fort Wayne,
Indiana:

SECTION 1. That Fair Oaks Avenue, a street in the city of Fort
Wayne, Allen County, Indiana, be changed to Forest Avenue.

SECTION 2. That this ordinance be in full force and effect
from and after its passage and approval by the Mayor.

LOUIS C. LANGARD

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort
Wayne, Indiana, at a Regular meeting, held on the 28th day of January, 1930, by a
majority vote of all members elect, did pass the ordinance hereunto attached, and
known as GENERAL ORDINANCE No. 1510

M.L. Burns
President

Leonard E. Pranger
City Clerk.

Presented to the Mayor for approval on the 3 day of February,
1930.

Leonard E. Pranger
City Clerk.

Approved this 6th day of February, 1930.

William J. Hosey
Mayor.

GENERAL ORDINANCE # 1511

An Ordinance approving and ratifying a contract between the City of Fort Wayne by and through its Board of Public Works, and the General Electric Company, Fort Wayne, Indiana, for the furnishing of certain additional material, equipment and switch board panels for the completion and carrying out of the present contract existing between the City of Fort Wayne and the General Electric Company, which original contract is dated June 11, 1929, which material, equipment and switch board panels are to be used in the construction of the City Light and Power Works, city of Fort Wayne, Indiana, all of which work, material, equipment and switch board panels to be in accordance with the specifications and proposals submitted and said contract of June 11, 1929.

Whereas, on the 28th day of January, 1930 the city of Fort Wayne by and through its Board of Public Works, entered into a contract with the General Electric Company, city of Fort Wayne, for the furnishing of certain additional material, equipment and switch board panels for the completion and carrying out of the present contract existing between the City of Fort Wayne and the General Electric Company, which original contract is dated June 11, 1929, which material, equipment and switch board panels are to be used in the construction of the City Light and Power Works, City of Fort Wayne, Indiana, all of which work, material, equipment and switch board panels are to be in accordance with the specifications and proposal contained in said contract, which is in the following words and figures, to-wit:

IMPROVEMENT OF CITY LIGHT AND POWER WORKS CITY OF FORT WAYNE, IND.
ADDITIONS TO CONTRACT OF THE GENERAL ELECTRIC COMPANY DATED JUNE 11, 1929

Date Jan. 28, 1930.
To the General Electric Co., Fort Wayne, Ind.:

Whereas, On June 11, 1929, the time of awarding contract to the General Electric Company for switchboard, cell structure and wiring, it was contemplated to continue in service the manually operated exciter panels and the manually operated generator field switches for the present 2300 volt generators; and

Whereas, It is now deemed advisable to make these units electrically operated and to control same from the control floor of the switchboard bay in the new power plant building; and

Whereas, The materials and apparatus required for said changes are of the same nature as the materials and apparatus included in Item No. 1 of the said contract of June 11 with the General Electric Company, and must match up, line up and interconnect with said equipment being furnished under said contract.

Now, therefore, you are hereby authorized and directed to furnish certain additional materials and equipment which shall conform to the specifications of Item No. 1 of the above mentioned contract, in accordance with paragraph 8, "Changes and Additions," page 45 of specifications bound with said contract, and which shall consist of the following:

Item S-1—Field Switch Panels:

3—Ebonite asbestos field switch panels, size 62x20x1½ in., 28x20x1½ in. on 90 in. supports.

Equipment per panel:

1—Air circuit breaker, type CPF-7, 250 volt, 400 amp. double pole, non-automatic with 125 volt, D. C. solenoid operated mechanism auxiliary switches and field discharge resistance contact.

1—Solenoid contact control relay, type PBY-7, fabricated copper connections between above apparatus and bus with fastening clamps. All necessary small wiring in back of panel to terminal blocks.

Item S-2—Blank Field Switch Panel:

1—Blank Panel, size 62x20x1½ in., 28x20x1½ in., drilled for mounting bolts, and for the 400 amp. field contractor now in purchaser's possession.

Item S-3—Exciter Control Panels:

2—Exciter control panels (to line up with new board size 62x16x1½ in., 28x16x1½ in. on 90 in. supports. Equipment, drill, wire, recalibrate and mount purchaser's present ammeter.

Furnish two hand wheels and mountings for present rheostats—one for main and one for equalizer.

1—Type CL-2 voltmeter transfer switch (for present bracket mounted voltmeter).

1—Control switch, type CL-1 with indicating lamps, and red and green color caps.

1—Start and stop push button station with indicating lamp (for starting exciter set), fabricated copper connections on back of panel, and small wiring. Necessary operating bus, voltmeter bus, small wiring, connecting blocks, etc.

Item S-4—Exciter Switch Panels:

2—D. C. exciter Switch Panels, capacity 250 volt, 1200 amp. 2 wire. Size 62x28x1½ in., 28x28x1½ in. on 90 in. supports.

Equipment per panel:

1—Carbon break air circuit breaker, type GP-7, triple pole, 250 volt, 1200 amp. with 125 volt D. C. non-automatic solenoid operating mechanism, complete with auxiliary switch.

1—Solenoid control relay, type PBY-7 (one relay only—drill and wire for other relay in purchaser's possession), fabricated copper connections between above apparatus and to bus with fastening clamps.

All necessary small wiring in back of panel.

Item S-5—

Necessary bus material for D. C. buses to extend in back of D. C. panels above, complete with copper bars, insulating supports and pipe supporting framework.

Note: This bus to be adopted to the present layout and to extend across present panels.

Note: The exciter switch panels will be mounted in place of present exciter panels on old switchboard. The voltage regulator panel to be removed, allowing space for these panels and a 2-inch spacing panel is to be provided and is included in these specifications.

Item S-6—

Removal of present field switches from three present generator panels.

Note: These panels to be moved by others to new location.

3—Complete sets of double pipe supports for the above mentioned panels.

3—Sets of buttons for the holes left by the field switches.

3—Control switches will be installed, type CL-1, with red and green color caps for operating the field breakers. Drilling, wiring and mounting for the above equipment, complete with terminal blocks.

Present field ammeters will be recalibrated, and new shunts of 400 amp. capacity, including ammeter leads, to be furnished (120 MV).

2—1200 amp. shunts, including ammeter leads, and recalibration of present ammeters for the present exciter panels.

1—Adjusting rheostat and mounting to be added to the present regulator panel.

Emergency handles for each type of solenoid operated breaker.

and in accordance with your proposal of Dec. 27, 1929, for the sum of Three Thousand Six Hundred Ninety-Four Dollars and No Cents (\$3,694.00), payment of which will be made to you by the City of Fort Wayne in accordance with the terms of said contract under paragraph 18, entitled "Estimates." Final payment will be made not less than thirty days after complete construction and delivery of all materials and apparatus included therein.

JOHN C. TRIER,

DAVID ERWIN,

C. A. RAMSEY,

Board of Public Works.

Accepted by The General Electric Company

By J. B. CRANKSHAW,

Approved by The Froehlich & Emery Engineering Co.

By F. H. FROEHLICH,

President.

Approved as to Form and Legality by

W. FRUECHTENICHT.

Dec. 27, 1929.

Board of Public Works, City of Fort Wayne,

Indiana:

Gentlemen:

We wish to quote you as follows on additional switchboard equipment, in accordance with the attached specifications, No.

SBE-54139:

Items S-1 to S-3 inclusive \$1,759.00

Items S-4 to S-6 inclusive 1,935.00

If there is any further information you want or we can be of any further service to you, please advise.

Yours very truly,

J. B. CRANKSHAW,

Fort Wayne Office Mgr.

By C. E. Becker,

GENERAL ELECTRIC COMPANY

SWITCHING EQUIPMENT GENERAL

SPECIFICATIONS NO. SBE-54139

Chicago, Dec. 30, 1929.

To City of Fort Wayne (hereinafter called

the Purchaser).

Address, Fort Wayne, Indiana.

1. The switching equipment herein described will be supplied in accordance with information given in the detail specifications attached hereto and made a part hereof. These general specifications and conditions will apply to the equipment covered by this proposal, except as elsewhere expressly modified by the Company's detail specifications attached.

2. THE COMPANY WILL FURNISH (in addition to the apparatus covered in the above mentioned detail specifications) apparatus as follows:

(a) Panel supporting frame with mounting bolts and necessary fittings; steel channel base for switchboards having sub-panels; and fittings for attaching wall braces (Pipe for wall braces not furnished under these specifications).

(b) Necessary resistors, reactors and other auxiliaries to make complete the instrument, meter and relay equipment furnished by the Company.

(c) Necessary material for small wiring for interconnecting instruments, meters, relays and other apparatus mounted on the panels or on a structure separable from the panel supporting frame. This material will be completely assembled on the back of vertical panels and in metal benchboards, truck panels, switch houses, cubicles, metal enclosed switching equipment, and other types of switching equipment which are factory assembled and so shipped. This material will be furnished in bulk unassembled for benchboards with panels of insulating material and also for integral structures shipped separable from their vertical panels.

(d) Power and exciter buses on the switchboard or when mounted on or in a structure integral with the panel supporting frame or truck panels, switch houses, cubicles and other metal enclosed switching equipment; and connections between buses, switching devices, shunts and current transformers, when mounted on the switchboard or on a structure integral with panel supporting frame, or on truck panels, switch houses, cubicles, and other metal enclosed switching equipment. (When the switchboard is not completely assembled at the factory, this material will be furnished uncut—in accordance with par. 10, "Fabrication, Assembly and Erection.")

(e) Standard doors for the front of oil circuit breaker compartments, but no other doors unless specified; and the Company's standard cell hardware for circuit breakers. (For exceptions see Par. 3 (a).)

(f) One set of fuses for such fuse holders as are specified for power circuits; two sets of fuses for such fuse holders as are specified for the primary potential transformer circuits, and two sets of fuses for required small fuse holders in the circuits to instruments, meters and relays.

(g) Oil for all apparatus requiring it.
3. THE PURCHASER WILL FURNISH, unless otherwise expressly agreed, the following:

(a) Foundations, floors and walls, including all structural steel, bolts, nuts and inserts in or on them, concrete, brick or woodwork, floor or wall braces and supports on or against which panels, compartments, truck panels, switch houses, cubicles, and other metal enclosed switching equipment, and buses will rest.

(b) Instrument and control wiring when not used on the switchboard or a structure integral with the panel supporting frame, truck panels, switch houses, cubicles, and other metal enclosed switching equipment, cables to connect generators, exciters, transformers, etc., to the switching equipment and lighting arresters to the main lines, conduit for instrument and control wiring and main cables; and supports for cables and conduit.

(c) All insulation and taping required for buses and connections except when these are shipped completely assembled in which case the Company will not insulate joints which might possibly work loose during shipment, for which the necessary insulation will be furnished in bulk unassembled.

(d) Metal connecting rods for remote controlled devices.

(e) All openings in walls or floors with coverings for the same; and insulators and bushings in or on floors, walls, ceilings and concrete or brick structure.

(f) Material for barriers, shelves and partitions; and doors for bus or other compartments (except see Par 7). (For factory built-complete units, viz., truck panels, switch houses, cubicles, and other metal enclosed switching equipment, this material is furnished by the Company).

(g) Suitable drawings of the station buildings, showing the location of all openings in walls, all ducts and conduits, floor beams, etc., which have a bearing on the proper execution of the work under this agreement.

4. ADDITIONAL ITEMS to be furnished by either party when required and as specified in detailed specifications attached will be as follows:

(a) Auxiliary framework for circuit breakers, buses, etc. (When supplied by the Company, pipe for this framework will be furnished unfabricated in commercial lengths, unpainted).

(c) Connections between buses, switching devices, shunts, current transformers, disconnecting switches, etc., when not mounted on the switchboard or a structure integral with the panel supports. (When supplied by the Company, this material will be furnished in commercial lengths, unfabricated, unless otherwise specified).

(d) Terminal blocks in or on the rear of alternating current panels for instrument and control wiring.

(e) Testing devices on the front of alternating current panels.

(f) Card holders or other identification means as required.

5. SWITCHBOARD ILLUMINATION can be best obtained by general room illumination. Illuminating lamps mounted on switchboards are not recommended and no provision is made for them.

6. WIRE, CABLE, BUS AND CONNECTION MATERIAL in the quantities herein specified, and stated in pounds or feet, are

estimated to be sufficient to meet the requirements and conditions known to the Company at the time of submitting this specification. If more or less than the quantities stated are supplied due to a change in requirements or conditions, an extra charge will be made, or credit will be given.

7. MACHINE ACCESSORIES consisting of rheostats, field discharge resistors, starting resistors and auto transformer starters or starting compensators will not be furnished with the switching equipment unless expressly specified.

8. CHANGES by, or additional information from, the Purchaser necessitating the alteration of, or the rebuilding of apparatus already built, or partially built, or the furnishing of additional apparatus or material will have the expense incidental thereto charged to the Purchaser, and the Purchaser agrees to pay such additional charge.

9. STANDARD APPARATUS of the Company will be furnished except where expressly noted in the detailed specifications.

10. FABRICATION, ASSEMBLY AND ERECTION of an equipment which is to be mounted on panels or on a frame work integral with the panel supports, will, unless specified to the contrary, be accomplished at the factory to such an extent as may be necessary to insure accuracy of workmanship and design. Other apparatus not to be so mounted will not be assembled at the factory unless specifically mentioned in the attached detail specifications. When the apparatus is not assembled at the factory, the pipe for frame work and oil circuit breaker supports, wire rods, tubes and bars for connections and buses will not be fabricated at the factory, but will be furnished in bulk, in commercial lengths, with the necessary fittings.

11. IRON AND STEEL PARTS fabricated at the factory will be painted before shipment. Unfabricated parts will be furnished unpainted.

12. DISASSEMBLY of certain parts of the switching equipment must necessarily be made by the Company for proper shipment and it is understood that the Purchaser will re-assemble such parts as well as care for the installation of the entire switching equipment.

13. INSTALLATION of the entire switching equipment will be made by the Purchaser unless it is elsewhere specified that the Company shall install.

14. TEMPERATURE of the devices covered by the attached specification excepting as modified by the following sub-paragraphs (a) to (f) inclusive, will be such that they will carry continuously their rated current, and the rated current of the circuits in which they are applied, without exceeding the temperature rise limits set by standardization Rules of the American Institute of Electrical Engineers. These ratings are based on an ambient temperature of 40 deg. Cent.

(a) Maximum temperature of contacts in air when clean and bright, will be 70 deg. C. except for switching devices having solid contact shoes whose pressure is maintained by means not affected through temperature rise of the contact members, when the maxi-

mum allowable temperature will be 100 deg. C.

(b) Maximum temperature of oil and contacts therein, will be 70 deg. C.

(c) Maximum temperature on coil insulation, according to insulation, will be 108 deg. C. to 125 deg. C. (except materials such as pure mica, porcelain, etc., for which no limits are specified).

(d) Maximum temperature of other parts, including frames, shall be such temperature as not to be injurious in any other respect.

(e) Fuses, shunts for meters, and resistors which must necessarily operate at temperatures higher than the foregoing limits will be so placed that they will not increase the temperature of other apparatus above the limits stated.

(f) Bare buses and bare conductors may be operated at temperatures not exceeding 80 deg. C., providing their location or connection does not increase the temperature of connected switching devices above 70 deg. C., or of connected insulated conductors above that specified in the A. I. E. E. standardization rules. Where insulated conductors are used, their temperature rise shall not exceed that specified by the A. I. E. E. standardization rules.

15. DESIGNS covered by the attached detail specifications are subject to minor modifications by the Company at the time of manufacture to meet the latest practice and most efficient arrangement of apparatus. If this specification provides for the delivery of switching equipment to form a part of an existing installation, the Company will furnish an equipment to match, as near as may be feasible, the present installation. The Company reserves the right, however, to substitute the latest improved devices in standard details in the switching equipment in place of superseded designs which are not in stock.

16.—RESPONSIBILITY:

The Company will not be responsible for defects in devices not manufactured by the Company when such devices are specified by the Purchaser.

17.—CODES:

Unless otherwise specified, the design of the switchboard covered by this proposal will be such that it can be erected and installed to comply with the National Electrical Code and such parts of the "National Electrical Safety Code" as apply to power switchboards. Mats, railings, screens, etc., which are external to the switchboard, but which may be required to meet these codes for installed switchboards will not be furnished by the Company. The Purchaser will be responsible for specifying any requirements which are not covered by these codes.

18. DELIVERY of this apparatus is contingent upon the receipt of complete information from the Purchaser necessary to finish the Company's designs.

19. APPROVAL OF DRAWINGS will be required only if listed in the detail specifications. When the manufacture and shipment of the equipment are dependent upon the Purchaser's approval of drawings of switchboard and switching equipment before assembling, the Company will prepare drawings in accordance with detailed specifications and its standard practice and submit such drawings to the Purchaser for approval. Delivery date given in this proposal is based on the Purchaser's retaining drawings for approval not longer than five days. Any additional time required for obtaining this approval as well as any time required for making changes in the drawings will be added to the time required for shipment.

20. PACKING FOR SHIPMENT by rail only is included in the price named in this proposal, unless otherwise specified.

21. CALIBRATION of all indicating and recording instruments, watt-hour meters, relays and tripping devices will be accomplished before shipment from the factory, and any subsequent calibration shall be at the expense of the Purchaser.

22. DRAWINGS if listed in the detail specifications, will be furnished by the Company with the switching equipment. These, if furnished, will consist of three paper prints of such standard drawings of detail apparatus, or such other instructions as are necessary for their installation and operation, and, also, three paper prints of front view drawings and wiring diagrams and such other drawings or photographs as may be required for installation and operation of the switching equipment.

23. ADDITIONAL DRAWINGS or prints not included or classified in this specification but which shall be necessary for the Company to make or to furnish will be charged to the Purchaser, and the Purchaser agrees to pay such additional charge.

24. DETAIL OF DRAWINGS to be furnished as a part of this proposal will be based upon information contained herein. Should it be necessary for the Company to make any alterations or modifications of the drawings herein described due to changes made or requested by the Purchaser, or due to additional information furnished by Purchaser, after signing this proposal, such changes or alterations will be charged to the Purchaser, and the Purchaser agrees to pay such additional charge.

25. SPECIAL INSTRUCTIONS are prepared for intricate manual and for automatic switching equipments. Unless otherwise mentioned in the specifications, the Company will furnish five copies. Additional sets of special instructions will be furnished if desired at an additional charge.

GENERAL ELECTRIC COMPANY SPECIFICATIONS NO. SBE-54139

buses and connections.

SPECIFICATIONS CITY OF FORT WAYNE, FORT WAYNE, IND.

The switchboard included in these specifications has been designed to match up with Purchaser's present switchboard and the switchboard now being fabricated by the Fort Wayne factory and shown on General Electric drawing.

The Company will furnish where specified the necessary buses, bus supports and connections to bus.

It is understood that the Company can use its own discretion as to the location and arrangement of switchboard apparatus, buses and connections.

The Company will prepare drawings of this switchboard in accordance with these specifications and its standard practice, and submit such drawings to the Purchaser for approval. Work on the drilling of the panels and the assembly of the switchboard will be held up awaiting this approval. If the Purchaser requires changes in the switchboard, as shown by such drawings, which will occasion additional expense or cost to the Company, the Purchaser will reimburse the Company for such additional expense, or cost. The estimate of shipment made in this proposal is based upon the Purchaser's retaining drawings for approval not longer than five days. The additional time required for obtaining the Purchaser's approval, as well as any time required for making changes in the drawings, will be added to the time required for shipment. It is understood that the submitting of drawings for approval is not to interfere in any way with the manufacture and accumulation of apparatus or parts, unless the approval of drawings of such apparatus or parts is specifically requested.

Material of panels will be ebony asbestos compound.

Instruments will have dull black finish. Panels will be mounted on iron pipe framework.

Card holders will be supplied where necessary.

THE SWITCHBOARD WILL CONTROL various D. C. field and exciter circuits as specified.

THE SWITCHBOARD WILL CONSIST OF: Purchaser's present panels and panels outlined in these specifications.

SPECIFICATIONS

ITEM S-1:

3—Field switch panels.
 Capacity—125 volts, 400 amperes, 2 wire.

Size: Top section, 82x20x1½ in.
 Bottom section, 20x20x1½ in. on 90 in supports.

Equipment per Panel:

1—Air circuit breaker, type CPF-7, 250 volts, 500 ampere double pole, non-automatic with 125 volt D. C. solenoid operating mechanism with necessary and field discharge res.

1—Solenoid control relay, to connections between above fastening clamps. All necessary small wiring on terminating at terminal blocks.

ITEM S-2:

1—Blank panel.
 Size: Top section 62x20x1½ in.
 Bottom section 28x20x1½ in.

Drilled for mounting bolts for the 400 ampere field contactor now in the Purchaser's possession.

ITEM S-3:

2—Exciter control panels.
 Size: Top section 62x16x1½ in.
 Bottom section, 28x16x1½ in. on 90 in supports.

NOTE—These panels to line up with the new switchboard now on order.

Equipment:

Drill, wire, recalibrate and mount Purchaser's present ammeters.
 Furnish hand wheels and mountings for the present main and equalizer rheostats.

1—Type CL-2 volt meter transfer switch for present volt meter.
 Necessary volt meter connections to present volt meter bus and new volt meter bus also to volt meter on swinging bracket.

1—Control switch type CL-1 with indicating lamps and red and green color caps. (For operating circuit breaker)

1—Start and stop push button station with indicating lamps (for starting exciter set).
 Fabricated copper connections on back of panel and all necessary small wiring cleated to back of panel and terminating at terminal block.

ITEM S-4:

2—D. C. Exciter panels.
 Capacity—250 volts, 1200 amperes, 2 wire.

Size: Top section, 62x28x1½ in.
 Bottom section, 28x28x1½ in. on 90 in supports.

Equipment per panel:

1—Air circuit breaker, type CP-7, T PP 250 volts, 1200 amperes, with 125 volt D. C. non-automatic solenoid operating mechanism complete with necessary auxiliary switches.

1—Solenoid control relay, type PB-7 (for one panel only, other relay in Purchaser's possession).
 Fabricated copper connections between above apparatus and to bus with fastening clamps.
 All necessary wiring cleated to back of panel, terminating at terminal blocks.

ITEM S-5:

Necessary bus material for D. C. buses to extend in back of the various panels outlined above, complete with copper bars and insulating supports, and pipe supporting framework.

NOTE—This bus to be adopted to the present layout and to extend across the present panels. The last two panels, namely the two D. C. exciter panels, 1200 ampere, will be mounted in place of the present exciter panels on the old switchboard. The voltage regulator panel is to be removed, allowing space for these panels and a 2 in. spacing panel is included in these specifications to fill in this switchboard. Necessary control bus to extend in back of present generator panels and the exciter panels is included in these specifications.

ITEM S-6:

The General Electric Company will remove the present field switch from the three present generator panels.

NOTE—These panels will be moved by contractor to a new location. The General Electric Company will furnish three complete sets of double pipe supports for the above mentioned panels, three sets of buttons for the holes left by the removal of the field switches.

3—Control switches will be installed, type CL-1 with red and green color caps for operating the field breakers.
 Drilling, wiring and mounting for the above equipment is included.
 Wiring will terminate at terminal blocks.

The present volt-ammeters will be recalibrated, and a new shunt of 400 ampere capacity will be furnished (120-MV.)

2—1200 ampere shunts will be furnished, and present ammeters will be recalibrated.

1—Adjusting rheostat and mounting is included for adding to the present regulator panel.
 Emergency handles for each type of solenoid operated breakers.

Prepared by JACK HOFFMAN,
 District Switchgear Specialist,
 12-30-29—M. B.

Be it Ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the contract heretofore entered into on the 28th day of January, 1930, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the General Electric Company, Fort Wayne, Indiana for the furnishing of certain additional material, equipment and switch board panels for the completion and carrying out of the present contract existing between the City of Fort Wayne and the General Electric Company, which original contract is dated June 11, 1929, which material, equipment and switch board panels are to be used in construction of the City Light and Power Works, city of Fort Wayne, Indiana, all of which work, material, equipment and switch board panels to be in accordance with said specifications and proposal as more fully set forth in the preamble hereto, be and the same is hereby in all things approved and ratified.

SECTION 2. That this Ordinance be in full force and effect upon and after its passage and approval by the Mayor.

LOUIS C. LANGARD

(Ayes-15--Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 11th day of February, 1930, by a majority vote of all the members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE #1511

M.L.Burns
President

Leonard E. Pranger
City Clerk

Presented to the Mayor for approval on the 15 day of February,
1930.

Leonard E. Pranger
City Clerk

Approved this 19th day of February, 1930.

William J. Hosey
Mayor.

GENERAL ORDINANCE NO. 1512

An Ordinance approving and ratifying a contract between the City of Fort Wayne by and through its Board of Public Works and the Kelso-Wagner Company, Dayton, Ohio, for the furnishing of all labor, material, apparatus and equipment for the construction and installation of all switch board equipment, cable, conduits and circuit connections in the City Light and Power Works, city of Fort Wayne, Indiana, all of which work, material, equipment and apparatus to be in accordance with submitted specifications and proposal.

Whereas, on the 28th day of January, 1930, the City of Fort Wayne by and through its Board of Works entered into a contract with the Kelso-Wagner Company, Dayton, Ohio, for the furnishing of all labor, material, apparatus and equipment for the construction and installation of all switch board equipment, cable, conduits and circuit connections in the City Light and Power Works, city of Fort Wayne, Indiana, all of which work, material, equipment and apparatus is to be in accordance with specifications and proposal, which contract is in the following words and figures, to-wit:

IMPROVEMENT OF
CITY LIGHT AND POWER WORKS,
CITY OF FORT WAYNE, INDIANA.
ADDITIONS TO CONTRACT OF THE
KELSO-WAGNER COMPANY DATED
SEPTEMBER 24, 1929.
Date: January 28, 1930.
To the Kelso-Wagner Co.,
Dayton, Ohio.

Whereas, on September 24, 1929, the time of awarding contracts to the Kelso-Wagner Company for wiring installation, including the performance of miscellaneous electrical work, it was contemplated to continue the service the manually operated exciter panels and the manually operated generator field switches for the present 2,300 volt generators, and,

Whereas, it is now deemed advisable to make these units electrically operated and to control same from the control floor of switchboard bay in the new power plant building, and,

Whereas, the City has provided for the furnishing of certain panels and equipment required for this change, and,

Whereas, the materials and work required for the removal and reinstallation of certain equipment, and the installation of certain new panels, equipment and materials, and for the installation of main, metering, control and operating circuit connections, are of the same nature as the materials and work included in said contract of September 24th with the Kelso-Wagner Company, and inter-connect therewith,

Now, Therefore, you are hereby authorized and directed to furnish all additional work, materials and supervision required for the removal of three generator panels, two exciter panels and one voltage regulator panel from the old switchboard and for the reinstallation of the same in the line of the new switchboard; and for the removal of one exciter panel for a steam-driven exciter from its present position in the old switchboard to a new position in the old switchboard; and for the installation of two exciter contractor panels and four field breaker panels in the line of the old switchboard, including the remounting of a field breaker on one of these panels; and for the installation of all main, metering, control and operating circuits required due to the change of location, modifications in equipment and method of control which shall include all conduits, conductors, supports, terminal fittings and connections; taking the necessary precautions to comply with the station operating requirements, all in accordance with the specifications and instructions of The Froehlich & Emery Engineering Company and conforming to the specification of the above mentioned contract, and in accordance with paragraph 8, "Changes and Additions," of specifications bound with said contract, and in accordance with your proposal of December 28, 1929, for the sum of Eight Thousand Five Hundred Dollars and No

Cents (\$8,500.00), payment of which will be made to you by the City of Fort Wayne in accordance with the terms of said contract under paragraph 18, entitled "Estimates." Final payment will be made not less than thirty days after complete construction, delivery and erection of all materials and labor included herein.

JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY,
Board of Public Works.

Accepted by
The Kelso-Wagner Company
By.....
Approved by The Froehlich & Emery Engineering Company
By F. H. FROEHLICH, President.
Approved as to Form and Legality
By W. FRUECHTENICHT.
Dayton, O., December 28, 1929.
Board of Public Works,
City of Fort Wayne, Ind.
Gentlemen:

In accordance with your request, we are pleased to submit the following proposition covering the removal of three generator panels, two exciter panels and one voltage regulator panel, taking the necessary precautions to comply with your operating requirements. Also to install two exciter control panels and two motor driven exciter control panels.

We propose to furnish all the necessary labor, supervision and incidental materials to make this complete installation in accordance with the Froehlich & Emery Engineering Company specifications, for the lump sum of One Thousand Eight Hundred Forty-five Dollars (\$1,845.00).

We propose to invoice on the first of each month and expect payment in cash for same within 10 days of the invoice date.

Thanking you for this opportunity of quoting, we are

Yours truly,
THE KELSO-WAGNER COMPANY,
M. H. Wagner, Vice-Pres.
Dayton, O., December 28, 1929.
Board of Public Works,
City of Fort Wayne, Ind.
Gentlemen:

In accordance with your request we are pleased to submit the following proposition covering the erection of your field breaker panels and the removal of one field breaker to a new panel, all of which panels are to be located in line with the old switchboard, including the conduits, cable and wire necessary to electrically connect these field breaker panels to their respective generators.

We propose to furnish all the necessary materials, labor and supervision to complete the above installation in accordance with the Froehlich & Emery Engineering Company specifications, for the lump sum of One Thousand and Thirty-six Dollars (\$1,036.00).

We would propose to invoice on the first of each month and expect payment in cash for same within 10 days of the invoice date.

Thanking you for the opportunity of quoting, we are

Yours very truly,
THE KELSO-WAGNER COMPANY,

M. H. Wagner, Vice-Pres.
Dayton, O., December 28, 1929.
Board of Public Works,
City of Fort Wayne, Ind.
Gentlemen:

In accordance with your request we are pleased to submit the following proposition covering the necessary wire, cable and materials to electrically connect the generator panels in the new switchboard bay, also the exciter control panels, to the generator oil circuit breakers and the exciter contractor panels in the present turbine room.

We propose to furnish all the necessary materials, labor and supervision to complete the above installation in accordance with the Froehlich & Emery Engineering Company specifications, for the lump sum of One Thousand Nine Hundred Eighty-four Dollars (\$1,984.00).

We would propose to invoice on the first of each month and expect payment in cash for same within 10 days of the invoice date.

Thanking you for the opportunity of quoting, we are

Yours very truly,
THE KELSO-WAGNER COMPANY,
M. H. Wagner, Vice-Pres.
Dayton, O., December 28, 1929.
Board of Public Works,
City of Fort Wayne, Ind.

Gentlemen:

In accordance with your request we are pleased to submit the following proposition covering the necessary conduit, fittings, hangers, etc., for tying the exciter, control panels in the new switch bay with the exciter control panel in the old switchboard.

We propose to furnish all the necessary materials, labor and supervision to complete the above installation in accordance with the Froehlich & Emery Engineering Company specifications, for the lump sum of One Thousand Nine Hundred Ten Dollars (\$1,910.00).

We would propose to invoice on the first of each month and expect payment in cash for same within 10 days of the invoice date.

Thanking you for the opportunity of quoting, we are

Yours very truly,
THE KELSO-WAGNER COMPANY,
M. H. Wagner, Vice-Pres.
Dayton, O., December 28, 1929.
Board of Public Works,
City of Fort Wayne, Ind.

Gentlemen:

In accordance with your request we are pleased to submit the following proposition covering the necessary conduit, fittings, hangers, etc., for tying the generator panels in the new switchboard bay with the old switchboard control room, including the governor control and the frequency indicator connections.

We propose to furnish all the necessary materials, labor and supervision to complete the above installation in accordance with the Froehlich & Emery Engineering Company specifications, for the lump sum of One Thousand Seven Hundred Twenty-five Dollars (\$1,725.00).

We would propose to invoice on the first of each month and expect payment in cash

for same within 10 days of the invoice date.

Thanking you for the opportunity of quoting, we are

Yours very truly,
THE KELSO-WAGNER COMPANY,
M. H. Wagner, Vice-Pres.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,

INDIANA:

SECTION 1. That the contract heretofore entered into on the

28th day of January, 1930, by the city of Fort Wayne by and through its Board of Public Works and Kelso-Wagner Company, Dayton, Ohio, for the furnishing of all labor, material, apparatus and equipment for the construction and installation of all switch board equipment, cable, conduit and circuit connections in the City Light and Power Works, city of Fort Wayne, Indiana, all of which material, work equipment and apparatus is to be in accordance with said specifications and proposal as more fully set forth in the preamble hereto, be and the same is hereby in all things approved and ratified.

SECTION 2. That this ordinance be in full force and effect upon and after its passage and approval by the Mayor.

C.H.YOUNG

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 11th day of February, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE No. 1512

M.L.Burns
President

L.E.Franger
City Clerk.

Presented to the Mayor for approval on the 15th day of February,
1930.

Leonard E.Franger
City Clerk.

Approved this 19th day of February, 1930.

William J. Hosey
Mayor.

GENERAL ORDINANCE NO. 1513

An Ordinance amending Section 1 of the General Ordinance No. 1135 amending Section Three of General Ordinance 748 passed by the Common Council at its regular session September 12th, 1916.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne that Section 1 of General Ordinance No. 1135 amending Section 3 of General Ordinance 748 be amended to read as follows:

"Section 3. If such application be granted by the Controller the applicant shall file with the City Controller within fifteen days after such application is granted a bond for maximum liability in the sum of one thousand (\$1000.00) Dollars in the case of property damage and maximum liability of Ten Thousand (\$10,000.00) Dollars in case of injury to or death of one person, and with maximum liability of Twenty Thousand (\$20,000.00) Dollars in case of injury to or death of more than one person with a surety company authorized to do business in the State of Indiana or three resident free holders of said city as sureties thereon, conditioned that the applicant will pay any and all damages sustained by any person or property by reason of the violation by said applicant, his agent or employes, or any person to whom said applicant has rented, leased, hired or permitted to use, any automobile or motor vehicle for the purpose of transporting passengers for hire, in the operation of any such automobile or motor vehicle of this or any other ordinance of said city or any law of the State of Indiana regulating the operation of automobiles or motor vehicles, or by reason of the negligence of such applicant or any of his agents or employes in the operation of any such car, or in lieu of such bond shall cause to be issued within such time covering the period of his said license what is commonly known as a liability contract of insurance issued by an insurance corporation authorized by the laws of the State of Indiana to do business therein in the same maximum liability amounts and in which policy or contract of insurance it shall be among other things provided that the obligations and promises therein contained shall insure to the benefit and protection of any person within or without the motor vehicle to which such policy applies, other than the assured, sustaining bodily injury or injury to property or in the event of death the said obligations and promises to insure to the benefit and protection of any person sustaining damage by reason of such death whether an action for such damage is brought against the name assured alone or jointly with the company, and that the obligations and promises contained in such policy shall not be affected by any act or omission of the named assured or of any employe of the named assured on account of the default of the assured in payment of premium or in the giving of any notice required by such policy, or otherwise, nor by the death, insolvency, bankruptcy, legal incapacity or inability of the assured. It shall further be provided in said policy or contract that no cancellation of said policy or contract shall become effective for failure to pay any premium when due or for improper conduct on the part of the assured or of the assured's operator or chauffeur or on account of the dangerous condition of any named or described automobile covered by said policy or contract or on account of

the extra hazard occasioned to the company by reason of improper conduct of the assured's business unless a copy of such notice of cancellation shall be delivered to the Controller of the city five (5) days before such cancellation becomes effective. When such policy is delivered and approved by the Controller, the license shall be issued the same as if a bond had been filed and approved as provided by such section (optional). Provided, any individual or corporation being the sole owner of more than five or more automobiles licensed hereunder may file, in lieu of separate contract or policies of indemnity, a single contract or policy covering all, or any number not less than five or more of the automobiles so licensed."

Which said bond or contract of insurance shall be subject to the approval of the Mayor and Controller.

SECTION 2. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor and legal publication.

EDWIN C. LINDENBERG.

(Ayes 15-Nayes none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of February, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1513

M.L.Burns
President

Leonard E. Pranger
City Clerk.

Presented to the Mayor for approval on the 27th day of February, 1930.

Leonard E. Pranger
City Clerk.

Approved this 4th day of March, 1930.

William J. Hosey
Mayor.

GENERAL ORDINANCE NO. 1514

An Ordinance changing the name of a certain street and a certain avenue in the city of Fort Wayne, Allen County, Indiana:

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the following described street and avenue, shall hereafter be known and called by the following name:

a. East Lexington Avenue to be known as and called McKinnie Avenue.

b. Lexington Circle to be known as and called McKinnie Circle.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J.J.Perrey

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 25th day of February, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1514

M.L.Burns
President

Leonard E. Pranger
City Clerk.

Presented to the Mayor for approval on the 27th day of February, 1930.

Leonard E. Pranger
City Clerk.

Approved this 4th day of March, 1930.

William J. Hosey
Mayor.

GENERAL ORDINANCE No. 1515

An Ordinance authorizing the Board of Public Works, City of Fort Wayne, Indiana, to sell a two story, frame house located on premises known as 720 North Anthony Boulevard, city of Fort Wayne, Allen County, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Board of Public Works be and is hereby authorized to sell and dispose of the two story frame dwelling located on the following described real estate, to-wit:

Lot Number Six Hundred Eighty-two (682)
Plat "B", Lakeside Park Addition
to the City of Fort Wayne, Allen County,
Indiana; premises also known as 720 North
Anthony Boulevard, Fort Wayne, Indiana.

As the value of this property is likely to exceed One Hundred Dollars (\$100.00), said Board of Public Works is hereby authorized to file its petition with the Allen Circuit Court of Allen County, Indiana, through its City Attorney, for the appointment of appraisers to appraise said property.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS G. LANGARD

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 25th day of February, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1515

M.L. Burns
President

Leonard E. Pranger
City Clerk.

Presented to the Mayor for approval on the 27th day of February 1930.

Leonard E. Pranger
City Clerk.

Approved this 4th day of March, 1930.

William J. Hosey
Mayor.

GENERAL ORDINANCE No. 1516

An Ordinance changing and amending the symbols and indications of a part of Section 3 of the map, which is part of a General Ordinance No. 1436, the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This amendatory Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928," passed November 13, 1928.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

SECTION 1. That the symbols and indications on Section 3 of the Zoning Map, which is part of General Ordinance No. 1436, as above described, be changed from those of B. and C. Districts as now zoned, to E. District on the strip of land on the North side of Maumee Avenue, extending North 140 feet from Edsall Avenue to Greenwald Avenue, and said area shall be a part of E. District.

SECTION 2. That this Ordinance be in full force and effect from and after its passage and approval by the Mayor.

J.J. Perrey

(Ayes 16 Nays none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 11th day of March, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1516

M.L. Burns
President

Leonard E. Pranger
City Clerk.

Presented to the Mayor for approval on the 14th day of March, 1930,

Leonard E. Pranger
City Clerk.

Approved this 22nd day of March, 1930.

William J. Hosey
Mayor.

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE No. 1517

An Ordinance changing and amending the symbols and indications of a part of Section 4 of the map which is part of a General Ordinance No. 1436, the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928", passed November 13, 1928.

BE IT ORDAINED BY THE COMMONCOUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

SECTION 1. That the symbols and indications on Section 4 of the Zoning Map, which is a part of General Ordinance No. 1436, as above described, be changed from those of A District to those of C District on Lot 122 Eureka Park Addition to the city of Fort Wayne, Allen County, Indian , and said area shall be a part of C District.

SECTION 2. That this Ordinance be in full force and effect from and after its passage and approval by the Mayor.

LOUIS C. LANGARD

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 11th day of March, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1517

M.L.Burns
President

Leonard E. Pranger
City Clerk.

Presented to the Mayor for approval on the 14th day of March, 1930.

Leonard E. Pranger
City Clerk.

Approved this 22nd day of March, 1930.

William J. Hosey
Mayor.

GENERAL ORDINANCE No. 1518

An Ordinance changing and amending the symbols and indications of a part of Section 5 of the map, which is a part of General Ordinance No. 1436, the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This ordinance and ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928," passed November 13, 1928.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the symbols and indications on Section 5 of the Zoning map, which is a part of General Ordinance No. 1436 as above described, be changed from those of B District to those of E District in an area bounded on the south by the first alley south of DeWald Street, on the east by the First Alley west of Calhoun Street, on the north by the first alley south of Williams Street and on the west by a line parallel with Harrison Street and one hundred fifty (150) feet west thereof.

SECTION 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor and its legal publication.

CHESTER J. HINTON
(ayes 15-nays none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, eheldon the 25th day of March, 1930, by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1518

M.L.Burns
President

L.E.Pranger
City Clerk.

Presented to the Mayor for approval on the 27th day of March, 1930.

L.E.Pranger
City Clerk.

Approved this 2nd day of April, 1930.

William J. Hosey
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE No. 1519

An Ordinance authorizing and empowering the City Attorney to employ assistants for the purpose of codifying the ordinances of the City of Fort Wayne, Indiana.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the City Attorney be and he is hereby authorized and empowered to employ assistants to codify the ordinances of the City of Fort Wayne, and that he is authorized to expend for said work not more than Twenty-one Hundred Dollars (\$2100.00).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES H. LENZ

(Ayes 14-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 8th day of April, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1519

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk.

Presented to the Mayor for approval on the 11th day of April, 1930.

LEONARD E. PRANGER
City Clerk.

Approved this 16th day of April, 1930.

WILLIAM J. HOSEY
Mayor.

GENERAL ORDINANCE No. 1520

An Ordinance regulating traffic along the streets, alleys and public places of the City of Fort Wayne and providing penalties for the violation thereof.

Be it ordained by the Common Council of the City of Fort Wayne:

SECTION 1. That it shall be unlawful for any driver or owner of any vehicle to stop and park, or allow or permit said vehicle to be stopped and parked on the west side of Webster Street from the north line of Berry Street to the south line of Baker Street in the City of Fort Wayne, Indiana.

SECTION 2. That any person, firm or corporation violating this ordinance shall be upon conviction fined in any sum not exceeding Fifty Dollars (\$50.00).

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and its legal publication.

G. A. DINNEN

(Ayes 14-Nays none)

THIS ORDINANCE HAS BEEN FULLY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 8th day of April, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1529

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk.

Presented to the Mayor for approval on the 11th day of April, 1930.

LEONARD E. PRANGER
City Clerk.

Approved this 16th day of April, 1930.

WM. J. HOSEY
Mayor.

GENERAL ORDINANCE NO. 1521

An ordinance extending the city limits, annexing certain territory to the City of Fort Wayne and making the same a part of the First ward.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne that the territorial limits of the City of Fort Wayne, Indiana, be and the same are hereby extended as follows:

Commencing at the center of Section thirty-one (31), Township thirty-one (31) North, Range thirteen (13) East, being center of State Boulevard; thence East on center line of State Boulevard to Beacon Street; thence South in Beacon Street to center line of Forest Avenue as platted in Baldwin Heirs Addition and Hartzog's Addition; thence West on said center line of Forest Avenue and said line produced westward to the North and South center line of Section thirty-one (31), Township thirty-one (31) North, Range thirteen (13) East, the same being the East line of Randall Farm Sub; thence North on said center line of Section thirty-one (31), Township thirty-one (31) North, Range thirteen (13) East to center line of State Boulevard, being the place of beginning,

and that said territory be and the same is hereby annexed to the City of Fort Wayne and added to the First Ward of said City.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS C. LANGARD

(Ayes 14-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 8th day of April, 1930, by a majority of all members elect. did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1521

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk.

Presented to the Mayor for approval on the 11th day of April,
1930.

LEONARD E. PRANGER
City Clerk.

APPROVED THIS 16th day of April, 1930.

WM. J. HOSEY
Mayor.

GENERAL ORDINANCE No. 1522

An ordinance extending the city limits, annexing certain territory to the City of Fort Wayne and making the same a part of the Tenth Ward.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne that the territorial limits of the City of Fort Wayne, Indiana, be and the name are hereby extended as follows:

to that part of the Northeast Quarter ($\frac{1}{4}$) of Section twenty-four (24), Township thirty (30) North, Range twelve (12) East, described as follows: Commencing at the intersection of McKinnie Avenue and Holton Avenue; thence East on the center line of McKinnie Avenue to the center line of Anthony Boulevard, which is the east line of Section 24, Township 30 North, Range 12 East; thence south on the center line of Anthony Boulevard to the East and West center line of said Section 24, Township 30 North, Range 12 East, which is the center line of Pettit Avenue produced East; thence West on said East and West center line of said Section 24, Township 30 North, Range 12 East to the center of Holton Avenue produced South; thence North on said center of Holton Avenue to the center of McKinnie Avenue to the place of beginning;

and that said territory be and the same is hereby annexed to the City of Fort Wayne and added to the Tenth Ward of said City.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Charles H. Lenz.

(Ayes 14-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 8th day of April, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1522

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk.

Presented to the Mayor for approval on the 11th day of April, 1930.

LEONARD E. PRANGER
City Clerk.

Approved this 16th day of April, 1930.

WM. J. HOSEY
Mayor.

GENERAL ORDINANCE NO. 1523

An Ordinance changing and amending the symbols and indications of a part of Section 5 of the map which is part of a General Ordinance No. 1436, and the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928," passed November 13, 1928.

Be it Ordained by the Common Council of the City of Fort Wayne, Indiana;

SECTION 1. That the symbols and indications of Section 5 of the Zoning Map, which is a part of General Ordinance No. 1436, as above described, be changed from those of "B" district to those of "C" district on Lots Numbered 5 and 6 Fremion's Addition to the City of Fort Wayne, Allen County, Indiana, and said area shall be a part of "C" district.

SECTION 2. That this Ordinance be in full force and effect from and after its passage and approval by the Mayor, and legal publication.

LOUIS SCHMOE

(Ayes 16-nays none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 22nd day of April, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1523

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk.

Presented to the Mayor for approval on the 24th day of April, 1930.

LEONARD E. PRANGER
City Clerk.

Approved this 29th day of April, 1930.

WM. JO HOSEY
Mayor.

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE No. 1524

An Ordinance fixing the salaries of certain employees in the Fire and Police Signal Department and in the Fire, and the Police Department of the City of Fort Wayne, under the direction of the Board of Public Safety.

SECTION 1. Be it ordained by the Common Douncil of the City of Fort Wayne that the following employees of the Department of Public Safety in the Fire and Police Signal Department and in the Fire, and the Police Department shall receive the following salaries from and after April 1, 1930.

The Assistant Superintendent of the Fire and Police Signal Department shall receive a salary at the rate of \$200.00 per month.

Linemen, cable splicers and signal repairmen shall each receive a salary at the rate of \$185.00 per month.

The Master Mechanic of the Fire Department shall receive a salary at the rate of \$220.00 per month.

The Assistant Master Mechanic of the Fire Department shall receive a salary at the rate of \$200.00 per month.

Garage Mechanics in the Police Department shall each receive a salary at the rate of \$160.00 per month.

SECTION 2. That all ordinances or parts or ordinance in conflict herewith are hereby repealed.

SECTION 3. That this ordinance be in full force and effect from and after its passage and approval by the Mayor.

ALBERT MORAN

(Ayes 15-Nays none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 13th day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1524

M. L. BURNS
President

L. E. PRANGER
City Clerk.

Presented to the Mayor for approval on the 16 day of May, 1930.

L. E. PRANGER
City Clerk.

Approved this 24th day of May, 1930.

Wm. J. HOSEY
Mayor.

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE No. 1525

An Ordinance for the ratification and approval of a certain contract made and entered into the 21st day of April, 1930, by and between C.L.Bierly & Son, Lafayette, Ohio, party of the first part, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the second part.

WHEREAS, on the 21st day of April, 1930, an agreement was entered into by and between C.L.Bierly & Son, Lafayette, Ohio, party of the first, past, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the second part, and ,

WHEREAS, according to said contract the said first party is to procure all material and all labor necessary for the drillint of one sixteen (16) inch well for the Water Works Department of the City of Fort Wayne and to continue such work with efficient labor and adequate and up to date machinery, so that said well may be built and ready for operation within a period of Forty (40) days from the beginning of said work, which contract is in the words and figures as follows:

STATE OF OHIO
THE DEPARTMENT OF INDUSTRIAL
RELATIONS
AND

THE INDUSTRIAL COMMISSION OF OHIO
To be posted in compliance with the following provisions of Section 1465-71a, General Code: Each employer paying the premium provided in Section 1465-69 shall post conspicuously in his place or places of employment notices stating the fact that he has made such payment.

Columbus, Ohio, Feb. 6, 1930.
Notice is Hereby Given to All Persons.

That on Feb. 1, 1930, the employer named below paid into the State Insurance and Occupational Disease Fund the premium required and said employer is entitled to the rights and benefits of said fund for a period of six months beginning Dec. 29, 1929. Said employer is known and described on the records of the Industrial Commission as Risk MG36502.

Signed:

WELLINGTON T. LEONARD,
THOS. M. GREGORY,
L. E. NYSEWANDER,

As Members of the Industrial Commission of Ohio.

Attest: W. T. BLAKE,
Director of the Department of Industrial Relations and Secretary of the Industrial Commission.

Name and Address of Employer:

C. L. Bierly,
Lafayette, Ohio

WELL CONTRACT—C. L. BIERLY & SON
THIS AGREEMENT, made this 21st day of April, in the year nineteen hundred (1930) and thirty, by and between C. L. Bierly & Son, Lafayette, Ohio, and the Water Works Department of the City of Fort Wayne, Allen County, Indiana.

WITNESSETH—That the said C. L. Bierly & Son and the said Department of the said City, for the considerations hereinafter named agree as follows:

That the said C. L. Bierly & Son shall proceed to procure all material and all labor necessary and that within a period of not more than ten days, from the date of this agreement, shall begin active work in the drilling of one (1) sixteen (16 in.) well for said department of said city, and shall continue such active work with efficient labor and adequate and up-to-date machinery in a diligent effort that said well may be completed and ready for operation within a period of not less than forty days from the beginning of said work. Location of said well to be as directed by said Board of Public Works of said city.

It is further understood and agreed that said well shall be sixteen (16 in.) inches in diameter from the top of ground to a depth in the rock sufficient to secure tight setting for the drive pipe. That said drive pipe shall be of the best quality of genuine sixteen (16 in.) inch wrought iron drive pipe of a nominal weight of not less than eighty pounds per lineal foot and that said drive pipe shall be inserted in said well extending from the top of ground to the proper setting in said rock: that said drive pipe shall be protected by a first-class steel shoe to

prevent damage while being driven to rock and to enable said pipe to be driven into rock the proper depth to secure its being sufficiently tight to shut off all seepage and surface water. All joints on said drive pipe are to be firmly screwed together with not less than one and (1½ in.) one-half inches contact into couplings, using red lead or equivalent for each joint. From said point of the setting of said drive pipe in the rock the drilling of a hole fifteen (15 in.) inches in diameter shall be continued in the rock, and said drilling shall continue until water of sufficient quantity is reached that may justify said Board of Works for the discontinuance of said drilling. However, in no event, is drilling to be continued beyond a depth of three hundred and (350 ft.) fifty feet from the top of ground without the written consent of said Board of Public Works. All further work, on said well, shall be abandoned, at the discretion of said Board of Public Works, if, after fifty feet of drilling is done in the rock, satisfactory results are not obtained and all work is to be suspended, at the suggestion of the said Board of Public Works, for the purpose of making tests of capacity of said well. After said well is completed it is to be bailed until clean and free from all drillings and be placed in first-class condition for operation.

It is further understood and agreed that upon the satisfactory completion of this agreement, the said Water Works Department of said city, shall pay, in cash, to the said C. L. Bierly & Son, the sum of—
Ten dollars and (\$10.80) eighty cents per lineal foot for drive pipe used in well from top of ground to setting in rock.

Drilling to a depth of 100 feet, \$5.00 per ft.
Drilling from 100 ft. to 200 feet, \$6.00 per ft.
Drilling from 200 ft. to 300 feet, \$6.25 per ft.
Drilling from 300 ft. to 400 feet, \$6.25 per ft.

Partial payments, on the above, if requested, shall be made as follows:

Upon the arrival of all necessary material and all necessary equipment at the point of drilling, then the said department of said city shall pay said C. L. Bierly & Son, the sum of seven hundred (\$750.00) and fifty dollars. When said drilling to said setting in rock has been done then the said department of said city shall pay to said C. L. Bierly & Son, an additional partial payment of the sum of four (\$400.00) dollars. After the above, any balance that may remain, on the satisfactory completion of this agreement, shall be payable at once.

C. L. Bierly & Son further agrees to carry proper compensation insurance during the performance of this work as per attached rider, and to furnish said city with acceptable surety bond for the faithful carrying out of this agreement.

That said C. L. Bierly & Son, will furnish, immediately, a certificate from the industrial board of the State of Indiana, certifying that they have complied with Sections 5, 68 and 69, of the Workmen's Compensation Act, in accordance with Section 14 of the Compensation Act approved March 14th 1929 (Acts 1929, Page 536), being Section 9459 of Burns' Annotated Indiana Statutes, Volume IV."

Witness our hands and seals the day first written above:

C. L. BIERLY & SON,
By C. L. Bierly,
CITY OF FORT WAYNE,
JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY,
Board of Public Works.

SECTION 1. BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY CITY OF FORT WAYNE, INDIANA, that a certain contract made and entered into on the 21st day of April, 1930 by and between C.L.Bierly & Son, Lafayette, Ohio, party of the first part and the City of Fort Wayne, Indiana, by and through its Board of Public Works, party

of the second part, according to which said first party agrees to procure all material and all labor necessary and will begin work on the 28th day of April, 1930, for the drilling of one sixteen (16) inch well for the said City and will continue such work with efficient labor and adequate machinery and will complete same within forty (40) days of beginning said work, is hereby ratified and approved.

SECTION 2. THAT THIS ORDINANCE be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 13, Nays 2)

WE HEREBY CERTIFY, That the Common Council of the city of Fort Wayne, Indiana, at a Regular meeting, held on the 13 day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1525.

M.L.Burns
President

L.E./Pranger
City Clerk.

Presented to the Mayor for approval on the 16th day of May, 1930.

L.E.Pranger
City Clerk.

Approved this 24th day of May, 1930.

Wm. J. Hosey
Mayor.

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE No. 1526

An Ordinance authorizing the Board of Public Safety of the City of Fort Wayne, Indiana, to sell three (3) motorcycles.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Board of Public Safety of the City of Fort Wayne is hereby authorized to sell three (3) used Henderson motorcycles; and as the value of said motorcycles is likely to exceed One Hundred Dollars (\$100.00) that it file a petition through its City Attorney with the Allen Circuit Court of Allen County, Indiana, for the purpose of appointing appraisers.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Louis S.C. Schmoe

(Ayes 15, Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, *held* on the 13th day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1526

M.L.Burns
President

L.E.Pranger
City Clerk.

Presented to the Mayor for approval on the 16th day of May, 1930.

L.E.Pranger
City Clerk.

Approved this 24th day of May, 1930/

Wm. J. Hosey
Mayor.

GENERAL ORDINANCE No. 1527

An Ordinance regulating Traffic.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that it shall be unlawful for any person, firm or corporation to operate or cause to be operated any motor vehicle from and upon Broadway into and upon Main Street in the City of Fort Wayne, Indiana, without bringing such motor vehicle to a complete stop and shall not at any time enter Main Street after making such Stop so as to directly or indirectly interfere with or interrupt the traffic upon Main Street and in no event when any automobile is approaching Broadway within twenty-five (25) feet from said intersection.

SECTION 2. That Section 1 of General Ordinance No. 1170 making Broadway a preferential street at the intersection of Main Street and Broadway is hereby repealed.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ED. LINDENBERG

(Ayes 15, Nays none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 13th day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1527

M.L.Burns
President

L.E.Pranger
City Clerk.

Presented to the Mayor for approval on the 16th day of May, 1930.

L.E.Pranger
City Clerk.

Approved this 24th day of May, 1930.

Wm.J.Hosey
Mayor.

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1528

An ordinance prohibiting parking on the following described real estate in the City of Fort Wayne, Allen County, Indiana: the East 102½ feet of Lot number 1 Hanna's Addition and 5 feet of vacated alley on the East; Also, the East 30 feet of Lot number 66 County Addition; Also, Lot number 65 County Addition and 5 feet of vacated alley on the East.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Board of Public Works is hereby directed to mark and designate a part sufficient for the parking of automobiles of city officials and city employees on the following described real estate, to-wit:

the East 102½ feet of Lot number ~~1~~ 1 Hanna's Addition and 5 feet of vacated alley on the East;
Also, the East 30 feet of Lot number 66 County Addition;
Also, Lot number 65 County Addition and 5 feet of vacated alley on the East, all in the City of Fort Wayne, Allen County, Indiana;
that said markings and indications be plainly indicated on the ground.

That it shall be unlawful for any person, firm or corporation to park any automobile, truck or any other vehicle in any marked or designated place or spot, except city officials, employees of the City of Fort Wayne, or any of its departments.

Section 2. That any person violating any part of this ordinance shall be fined in not to exceed the sum of Fifty Dollars (\$50.00)

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES H. YOUNG

(Ayes 15-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1528

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 16th day of May, 1930.

L. E. PRANGER
City Clerk

Approved this 24th day of May, 1930.

W. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1529

~~An Ordinance authorizing the borrowing of Sixty-five Thousand Dollars (\$65,000.00) by the City of Fort Wayne, and the issue and sale of bonds therefor, for the purpose of providing funds for the settlement, compromise and payment of a judgment and claims existing and cases pending against the City of Fort Wayne and the~~

GENERAL ORDINANCE NO. 1529

An ordinance authorizing the borrowing of Sixty-five Thousand Dollars (\$65,000.00) by the City of Fort Wayne, and the issue and sale of bonds therefor, for the purpose of providing funds for the settlement, compromise and payment of a judgment and claims existing and cases pending against The City of Fort Wayne and the Pennsylvania Railroad Company, arising on account of an alleged contamination of the city water supply, being the City's share of settlement and compromise; appropriating the proceeds arising from the sale of such bonds for the payment to the Finance Department of the City of Fort Wayne for the purpose of paying said judgment and claims.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the city of Fort Wayne is hereby authorized to borrow the sum of Sixty-five Thousand Dollars (\$65,000.00) and issue and sell bonds of said City for the purpose of providing funds for the payment of the City's share of a judgment and cases pending and claims existing against the City of Fort Wayne and the Pennsylvania Railroad Company on account of an alleged contamination of the city water, causing typhoid.

Section. 2. That in order to procure said loan of money the bonds of the said City of Fort Wayne be issued from time to time in such amounts as in the discretion of the Controller of said City shall be found necessary for the purposes herein provided and in the manner hereinafter provided. Said bonds shall be dated as of the date of their issue in denominations of Five Hundred Dollars (\$500.00) or One Thousand Dollars (\$1,000.00) as such Controller may deem best, with interest thereon at the rate of not to exceed five (5) per cent per annum, payable semi-annually, and evidenced by coupons for such interest for each six (6) months; and said interest coupons shall bear the lithographed facsimile signature of the Mayor and Controller of the City of Fort Wayne, which shall for all purposes be taken and deemed to be equivalent to a manual signing thereof. Said bonds shall be signed by the Mayor and Controller of said City, and the seal of said City attached thereto, and to be designated as Series S-S, and numbered consecutively, beginning with No. 1, and to be known as Claim Settlement Bonds. Each of said bonds shall be issued for a period not to exceed ten (10) years and each allotment so issued shall be in series so that at least one-tenth in principal of each allotment issued shall be paid and retired annually until the total issue shall have been retired. The bonds shall not be registered in the name of the purchaser or any subsequent purchaser thereof, but the City Controller at the time of issuing said bonds shall register the same in a book kept for that purpose, giving the number thereof, the date of the issue and the date of maturities, rate of interest, and time and place where the same shall be payable.

Section 3. Said bonds shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete bond before the issuance thereof:

No \$.....

UNITED STATES OF AMERICA
ALLEN COUNTY, INDIANA
CITY OF FORT WAYNE CLAIM SETTLEMENT BONDS

Issue No.
Series S-S

For value received, the City of Fort Wayne, Allen County, State of Indiana, hereby promises to pay to the bearer hereof DOLLARS in lawful money of the United States of America on the day of 19... with interest thereon at the rate of five (5) per cent per annum, payable on the day of 19... and thereafter semi-annually on the day of June and December in each year until paid, upon the surrender and cancellation of the proper coupons hereto attached.

Both interest and principal of this bond are payable at Bank of Fort Wayne, Indiana, in the City of Fort Wayne, Indiana.

This bond is one of a total issue of..... bonds of Dollars (\$.....) each, numbered from One to both inclusive, issued in pursuance to an ordinance duly and legally adopted by the Common Council of the City of Fort Wayne on the day of 19... authorizing the issue and sale of said bonds, and in strict conformity with and in the exercise of the powers granted to said City of Fort Wayne under an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all acts amendatory thereof and supplemental thereto for the purpose of providing funds for settlement, compromise and payment of a judgment and claims existing and cases pending against the City of Fort Wayne and the Pennsylvania Railroad Company, arising on account of an alleged contamination of the city water supply in the City of Fort Wayne, Indiana.

It is hereby certified that all things and acts required by the laws of the State of Indiana and by ordinance and corporate action of the City of Fort Wayne and the Common Council thereof, pursuant to the issue of this bond have happened and have been duly done and performed in the manner provided by law in and about the authorization, preparation, issue and complete execution of this bond; and it is certified that this bond and said total issues of bonds is within every limit of debt prescribed by the constitution and laws of the State of Indiana and to the prompt payment of the principal and interest of this bond and said total issue of bonds when the same shall become due, the full faith and credit of said City of Fort Wayne, together with all the taxable property thereof, both real and personal, are irrevocably pledged.

IN WITNESS WHEREOF, the Common Council of the City of Fort Wayne has caused this bond to be signed by the Mayor and the City Controller of the City of Fort Wayne, and attested by the City Clerk thereof, and the corporate seal of said city to be hereunto affixed, this day of 19.....

.....
Mayor of the City of Fort Wayne.

.....
Controller of the City of Fort Wayne.

Attest:
.....
City Clerk.

Said coupons shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete coupon before the issuance therefor.

No..... \$.....
On the day of 19....., Fort Wayne, Allen County, Indiana, will pay to the bearer at the Office of the Treasurer of the City of Fort Wayne, Indiana, in the City of Fort Wayne, Indiana, the sum of Dollars, the same being the interest due on its Claim Settlement Bond, bearing date of 19.....

.....
Mayor of the City of Fort Wayne.

.....
Controller of the City of Fort Wayne.

Section 4. The City Controller shall manage and supervise the preparation, advertisement, negotiation and sale of said bonds, subject to the terms of this Ordinance, which sale shall be by sealed bids for all of said bonds or parcels or allotments thereof, to the highest and best bidder for cash after three weeks; notice of the time and place of said sale shall have been given one time each week for three weeks in two newspapers representing opposite political parties, published in the English language in the City of Fort Wayne, Indiana. Such notice shall describe said bonds with such minuteness and particularity as the City Controller may see fit, and shall set forth the amount of the bonds to be sold, and the rate of interest they will bear, and that the bidder may bid for all or any part of said bonds, and the date of opening bids or proposals therefor, and the City Controller shall have the right to reject any and all bids. Each and every bid and proposal shall be presented to the City Controller sealed, and shall be accompanied by duly certified check upon some responsible bank in

the City of Fort Wayne, Indiana, payable to the order of the City Treasurer of the City of Fort Wayne, Indiana, in a sum equal to two and one-half per cent ($2\frac{1}{2}\%$) of the face value bid, and the City Controller shall award said bonds as he shall see fit, in whole or any part thereof, to the highest and best bidder thereof, but said City Controller shall have the right to reject any bids or proposals or any part thereof, and shall have the right to accept a part of any bid or to award on any bid the whole or less number of the bonds covered by such bid, or he may in his judgment and discretion award a part of said bonds to one bidder and part to another, and these provisions shall apply in the case of reoffering and readvertising said bonds in case no bids are received and in case any bids for said bonds or any part thereof are rejected.

Section 5. Delivery of any bonds sold by said Controller shall be made at the office of the City Treasurer of the City of Fort Wayne upon the payment to the City Treasurer of the full purchase price and bid for said bonds as certified to said City Treasurer by said Controller, and in the event that said bidder fails or refuses to pay for said bonds within ten (10) days after said sale, the same shall be treated as a breach of contract of his bid or proposal on account of which the deposit made by said bidder herein provided shall become the property of the said City as and for its damages.

Section 6. When said bonds shall have been signed as herein provided and paid for by said purchaser and delivered to the purchaser thereof, the same shall be and constitute the binding obligations of the City of Fort Wayne, according to the tenor and effect thereof.

Section 7. The proceeds derived from the sale of said bonds as herein authorized shall be and are hereby appropriated to the Finance Department of the City of Fort Wayne to be used for the settlement, compromise and payment of the share of the City of Fort Wayne of the judgment of the Lincoln Trust Company, Administrator of the Estate of Herman Bauernmaster versus the City of Fort Wayne and the Pennsylvania Railroad Company, and the following pending cases and existing claims, including the court costs:

- ✓ Cases pending and claims existing against the City of Fort Wayne and the Pennsylvania Railroad Company.
- 1 William Alfeld
 - 2 Albert Alfeld, by his next friend, William Alfeld.
 - 3 Carl Alfeld, by his next friend, William Alfeld
 - 4 Henry Alfeld.
 - 5 Helen Alfeld, by her next friend, Henry Alfeld
 - 6 Warren E. Buckmaster.
 - 7 Frances Buckmaster, by her next friend, Warren E. Buckmaster.
 - 8 Wayne Buckmaster, by his next friend, Warren E. Buckmaster.
 - 9 Harry Buckmaster, by his next friend, Warren E. Buckmaster
 - 10 Mamie I. Buckmaster, by her next friend, Warren E. Buckmaster.
 - 11 Fred H. Bearman.
 - 12 Simeon B. Blanton
 - 13 Alice Blanton, by her next friend, Simeon B. Blanton
 - 14 Charles Braun
 - 15 Walter Bauermeister.
 - 16 Fred W. Dennis
 - 17 Bruce Emerson
 - 18 Dorothy Emerson, by her next friend, Bruce Emerson.
 - 19 Lucile Emerson, by her next friend, Bruce Emerson.
 - 20 Charles Ferckel.
 - 21 First National Bank—Beulah A. Young
 - 22 Charles Flsher.
 - 23 Harry Grile.
 - 24 Hazel Grile, by her next friend, Harry Grile
 - 25 Howard George.
 - 26 Leola George, by her next friend, Howard George.
 - 27 Kermit George, by his next friend, Howard George.
 - 28 Elizabeth May George, by her next friend, Howard George.

29. Alvina Helmke.
30. Otto Helmke.
31. Henry Hilger.
32. Henry F. A. Heiny.
33. Nina Hunter.
34. Tommy Gylaird, by his next friend, Nina Hunter.
35. Alberta Irby.
36. Sarah Irby, by her next friend, Alberta Irby.
37. Peter Johann.
38. Lawrence Johann, by his next friend, Peter Johann.
39. John D. Jones.
40. Fred Kammer.
41. Jessie L. King.
42. Lincoln Trust Company, Administrator of Estate of Herman Bauernmaster.
43. The Tri-State Loan & Trust Company, Administrator of Estate of S. I. Miller.
44. Carl H. Lindeman.
45. Archie Leslie.
46. Rinehold Mertz.
47. Hildegard Mertz, by her next friend, Rinehold Mertz.
48. Harriet Miller.
49. Catherine Pfeleiderer.
50. Marcella Rossington.
51. William H. Rossington.
52. Harold J. Stewart.
53. Daniel G. Stager.
54. William H. F. Schroeder.
55. Flora M. Schroeder.
56. Ada T. Timma.
57. William Timma, by his next friend, Ada T. Timma.
58. Tri-State Loan & Trust Company, Administrator of Estate of Louis H. Lepper.
59. Tri-State Loan & Trust Company, Administrator of Isaac E. Irby.
60. David Thornberry.
61. Clara Thornberry, by her next friend, David Thornberry.
62. Alfred Welling.
- Cases pending and claims existing against the City of Fort Wayne:
63. Harry Lehmier.
64. Ruth Lehmier, by her next friend, Harry Lehmier.
65. Virgil Hughes.
66. Leotis Hughes, by her next friend, Virgil Hughes.
67. Anthony W. Haines.
68. Mildred Haines, by her next friend, Anthony W. Haines.
69. A. J. Cartwright.
70. Francis I. Brown.

71. Virgil Brown, by his next friend, Francis I. Brown.
72. Cornelius Brown, by his next friend, Francis I. Brown.
73. Francis I. Brown, father, Herbert Brown.
74. Isaac Marquardt.
75. Henry Schmidt.
76. Raymond Schmidt, by his next friend, Henry Schmidt.
77. Dorothy Schmidt, by her next friend, Henry Schmidt.
78. Claude N. Shank.
79. Robert Shank, by his next friend, Claude N. Shank.
80. Leonard Shank, by his next friend, Claude N. Shank.
81. Tri-State Loan & Trust Company, Administrator of the Estate of Katie Trimm.
82. Frank Trim.
83. Mildred Trim, by her next friend, Frank Trim.
84. Flora Trim, by her next friend, Frank Trim.
85. Glen Trim, by his next friend, Frank Trim.
86. Isaac Glover.
87. Walter Ralles (Rayles).
88. ——— Rayles, by his next friend, Walter Rayles.
89. Marian Coleman.
90. Ralph Coleman.

Any and all sums to be paid out in settlement, compromise and payment shall be paid by the Controller of the City of Fort Wayne only upon proper releases and vouchers being filed by the plaintiffs in the cases and in case of any minor bringing suit by next friend, amount of judgment to be paid to the Clerk of the court in which any such judgment has been rendered or is to be rendered. The proceeds to further be used to pay the expense of the issue and sale of said bonds, and said proceeds shall be kept in a separate fund by the City Treasurer and paid out only on warrants drawn upon said fund by the City Controller for no other purposes than those herein set out, and said fund shall not be used for any other or different purpose. It is understood and agreed that the Pennsylvania Railroad Company will pay fifty (50) per cent of all judgments, cases pending or claims existing against the City of Fort Wayne and the Pennsylvania Railroad Company, against the City of Fort Wayne alone, and that the Mayor of the City of Fort Wayne and the City Attorney are hereby authorized to enter into an agreement with the Pennsylvania Railroad Company providing by its terms for the payment of fifty (50) per cent of all judgments, cases pending and claims existing against the City of Fort Wayne and the Pennsylvania Railroad Company, one case existing against the Pennsylvania Railroad Company alone and all cases pending and exist

and existing against the City of Fort Wayne alone.

Section 8. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor of the City of Fort Wayne.

CHARLES H. YOUNG

(Ayes 15-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1529

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 16th day of May 1930

LEONARD E. PRANGER
City Clerk

DISAPPROVED BY THE MAYOR of the City of Fort Wayne, Indiana, on the 24th day of May, 1930.

RETURNED AND FILED with City Clerk of the City of Fort Wayne, Indiana, on the 27th day of May, 1930.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of May, 1930, by a unanimous vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE No. 1529

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

*See Communication from the Mayor
Page 101 = 1930 Year Book*

See Motion = Page 105 = 1930 Year Book

GENERAL ORDINANCE NO. 1530

An Ordinance authorizing the Fort Wayne Water Works to sell certain junk.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Fort Wayne Water Works, under the direction of the Board of Public Works, is hereby authorized to sell certain junk. As the value of said junk is less than One Hundred Dollars (\$100.00), the same is hereby authorized to be sold without the appointment of appraisers.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

FRANK A. WYSS

(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1530

M. L. BURNS

President

L. E. PRANGER

City Clerk

Presented to the Mayor for approval on the 3 day of June, 1930,

L. E. PRANGER

City Clerk

Approved this 7 day of June, 1930

W. J. HOSEY

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1531

An Ordinance authorizing the Board of Public Safety of the City of Fort Wayne to sell certain personal property.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Board of Public Safety of the City of Fort Wayne, is hereby authorized to sell the following articles of personal property, to-wit:

1-four (4) cylinder Model T Ford, 1 Ton Truck
Engine # 3872345, 22 H. P. Title #839833, purchased in
1920.
1-four (4) cylinder Model T $\frac{1}{2}$ Ton Truck,
Engine # 6973802, 22 H. P. Title # 839832, pur-
chased in 1922.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

FRANK A. WYSS

(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1531

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 3 day of June, 1930,

L. E. PRANGER
City Clerk

Approved this 7 day of June, 1930.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1532

An Ordinance changing and amending the symbols and indications of a part of Section 1 of the Zoning Ordinance, which is part of the General Ordinance No. 1436 the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne," passed November 13, 1928.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the symbols and indications of Section 1 of the Zoning Map, which is part of General Ordinance No. 1436, be changed from those of A district to those of C district in the following described territory, to-wit:

Commencing at the southwest corner of the intersection of State boulevard and Tyler Avenue; thence west along the south line of State Boulevard to a point 100 feet west of the west line of Tyler Avenue; thence south 140 feet to a point 100 feet west of the west line of Tyler Avenue; thence east 100 feet to said west line of Tyler Avenue; thence north 140 feet along said west line of Tyler Avenue to the place of beginning.

Section 2. That General Ordinance No. 1517, passed by the Common Council of the City of Fort Wayne, Indiana, March 11, 1930, amending the Zoning Ordinance, be and is hereby repealed.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS C. LANGARD

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1532

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 3 day of June 1930

L. E. PRANGER
City Clerk

Approved this 7 day of June, 1930.

WM J. HOSEY
Mayor

GENERAL ORDINANCE NO. 1533

An ordinance for the ratification and approval of a certain contract made and entered into the 21st day of April, 1930, by and between G. C. Stremmel, LaFontaine, Indiana, party of the first part, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the second part.

WHEREAS, on the 21st day of April, 1930, an agreement was entered into by and between G. C. Stremmel, LaFontaine, Indiana, party of the first part, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the second part, and,

WHEREAS, according to said contract the said first party is to procure all material and all labor necessary for the drilling of one sixteen (16) inch well for the Water Works Department of the City of Fort Wayne and to continue such work with efficient labor and adequate and up to date machinery, so that said well may be built and ready for operation within a period of forty (40) days from the beginning of said work, which contract is in the words and figures as follows:

This agreement, made this 21st day of April, in the year nineteen hundred and thirty (1930), by and between G. C. Stremmel, LaFontaine, Indiana, and the Water Works Department, of the City of Fort Wayne, Allen County, Indiana:
WITNESSETH: That the said G. C. Stremmel and said Department of the said City,

for the considerations hereinafter named, agree as follows:

That the said G. C. Stremmel shall proceed to procure all material and all labor necessary and that on or before the 28th day of April, nineteen hundred and thirty, shall begin active work in the drilling of one (1) sixteen (16) inch well for said Department of said City, and shall continue such active work with efficient labor and adequate and up to date machinery in a diligent effort that said well may be completed and ready for operation within a period of not less than forty days from the beginning of said work. Location of said well to be as directed by said Board of Public Works of said City.

It is further understood and agreed that said well shall be sixteen (16) inches in diameter from the top of ground to a depth in the rock sufficient to secure tight setting for the drive pipe. That said drive pipe shall be of the best quality of genuine sixteen (16) inch wrought iron drive pipe of a nominal weight of not less than eighty pounds per lineal foot and that said drive pipe shall be inserted in said well extending from the top of ground to the proper setting in said rock; that said drive pipe shall be protected by a first-class steel shoe to prevent damage while being driven to rock and to enable said pipe to be driven into rock the proper depth to secure its being sufficiently tight to shut off all seepage and surface water. All joints on said drive pipe are to be firmly screwed together with not less than one and (1/2) one-half inches contact into couplings, using red lead or equivalent for each joint. From said point of the setting of said drive pipe in the rock the drilling of a hole fourteen (14) inches in diameter shall be continued in the rock, and said drilling shall continue until water of sufficient quantity is reached that may justify said board of works for the discontinuance of said drilling. However, in no event, is drilling to be continued beyond a depth of three hundred and (350) fifty feet from the top of ground without the written consent of said Board of Public Works. All further work, on said well shall be abandoned at the discretion of said Board of Public Works, if after fifty feet of drilling is done in rock, satisfactory results are not obtained, and all work is to be suspended, at the suggestion of the said Board of Public Works, for the purpose of making tests of capacity of said well. After said well is completed it is to be baled until clean and free from all drillings and be placed in first-class condition for operation.

It is further understood and agreed that upon the completion of this well to the satisfaction of said Board of Works, the said Water Works Department of said City, shall pay, in cash, to the said G. C. Stremmel, the sum of—

Fourteen dollars (\$14.50) fifty cents per lineal foot for the drilling and placing of drive pipe from the top of ground to the setting of same in the rock.

Five dollars (\$5.50) fifty cents per lineal foot for drilling any depth in rock.

Eighty-five (\$85.00) dollars for forged

steel shoe.

Said Department of said City further agrees to furnish the said G. C. Stremmel, necessary water to operate drilling machine, not to exceed one thousand gallons per day of twenty (24) four hours, during operation.

Partial payments on the above, if requested, shall be made as follows: Upon the arrival of all necessary material and all necessary equipment at the point of drilling, then the said Department of said City, shall pay, to said G. C. Stremmel, the sum of seven hundred (\$750.00) and fifty dollars.

When said drilling to said setting in rock has been done then the said department of said City shall pay to said G. C. Stremmel, an additional partial payment of the sum of four hundred (\$400.00) dollars. After the above, any balance that may remain, on the satisfactory completion of this agreement, shall be payable at once.

G. C. Stremmel, further agrees to carry proper compensation insurance during the performance of this work. That said G. C. Stremmel, will furnish, immediately, a certificate from the Industrial Board of the State of Indiana, certifying that he has complied with Sections 5, 68 and 69, of the Workmen's Compensation Act, in accordance with Section 14 of the Compensation Act approved March 14, 1929, (Acts 1929, Page 536), being Section 9459 of Burns Annotated Indiana Statutes, Volume IV. And to furnish said city with acceptable surety bond of two thousand (\$2,000.00) dollars for the faithful carrying out of this agreement.

WITNESS our hands and seals the day and year first written above:

G. C. STREMMEL,
CITY OF FORT WAYNE,
By JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY,
Board of Public Works.

SECTION 1. BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, that a certain contract made and entered into on the 21st day of April, 1930, by and between G. C. Stremmel of LaFontaine, Indiana, party of the first part and the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the second part, according to which said first party agrees to procure all material and all labor necessary and will begin work on the 28th day of April, 1930, for the drilling of one sixteen (16) inch well for the said City and will continue such work with efficient labor and adequate machinery and will complete same within forty (40) days of beginning said work, is hereby ratified and approved.

SECTION 2. THAT THIS ORDINANCE be in full force and effect from and after its passage and approval by the Mayor.

CHAS. LENZ

EDWIN C. LINDENBERG

AUGUST WEISENBURGER

CHARLES H. YOUNG

(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1533

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 3 day of June, 1930.

L. E. PRANGER
City Clerk

Approved this 7 day of June, 1930.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1534

An Ordinance approving and ratifying a contract made by and between the City of Fort Wayne, by and through its Board of Public Safety, and the Alaska Coal Company.

WHEREAS, on the 9th day of May, 1930, the City of Fort Wayne, Indiana, by and through its Board of Public Safety, and the Alaska Coal Company, entered into a certain agreement, by the terms of which the said Alaska Coal Company agreed to furnish, deliver and sell to the City of Fort Wayne four hundred (400) to five hundred (500) tons of Genuine Third Vein Pocahontas Run of Mine coal, in consideration of which the City of Fort Wayne agrees to pay \$5.15 per net ton, which contracts is in the following words and figures, to-wit:

Fort Wayne, Ind., May 9, 1930.
To the Honorable Board of Safety,
City of Fort Wayne, Ind.:
Gentlemen: In accordance with the request of the Hon. John Stahlhut, Chief of the Fire Department of the City of Fort Wayne, we are submitting herewith our bid on 400 to 500 tons of Genuine Third-Vein Pocahontas Run-of-Mine Coal, to be delivered at once to the various Fire Stations of the city, and elsewhere as you may direct, at a price of \$5.15 per net ton. This coal to be dumped at each place.
This coal will be all freshly mined, and we guarantee it to be one of the best fuels that you have used in previous years.
If you see fit to favor us with this business, we assure you that it will be greatly appreciated.
Awaiting your pleasure, we beg to remain,
Respectfully,
ALASKA COAL CO.
Per A. W. GRAY
Above bid accepted.
May 9, 1930.
J. A. CURLIN,
W. A. WALLER,
F. D. MORGAN.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract set out in the preamble thereto, made by and between the City of Fort Wayne, by and through its Board of Public Safety, and the Alaska Coal Company, on May 9, 1930, by the terms of which said Alaska Coal Company agrees to furnish to the Fire Department of the City of Fort Wayne four hundred (400) to five hundred (500) tons of Genuine Third Vein Pocahontas Run of Mine coal, described in said contract, for which the city agrees to pay \$5.15 per net ton, is hereby approved and ratified.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1534

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 3 day of June, 1930

Approved this 7 day of June, 1930.

L. E. PRANGER
City Clerk

W. J. HOSEY
Mayor

GENERAL ORDINANCE NO. 1535

An Ordinance approving and ratifying a contract by and between the Indiana Service Corporation and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction, maintenance and operation of a standard double track street railway over, on and along the Bluffton Plank Road from Broadway on, over and along the St. Marys River New Bridge to a point west of the St. Marys River where the center line of said Plank Road produced across said New Bridge intersects the private right-of-way of said Indiana Service Corporation, together with the necessary and suitable double track clearance turnouts and switches properly to connect said double track street railway with the existing double track street railway system in Broadway, together with all necessary poles, wires, feed wires, guy wires, guy stubs, anchors and other fixtures and appurtenances appertaining thereto.

WHEREAS, on the 13th day of May, 1930, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with the Indiana Service Corporation for the construction, maintenance and operation of a standard double track street railway over, on and along the Bluffton Plank Road from Broadway on, over and along the St. Marys River New Bridge to a point west of the St. Marys River where the center line of said Plank Road produced across said New Bridge intersects the private right-of-way of said Indiana Service Corporation, together with the necessary and suitable double track clearance turnouts and switches, and all necessary poles, wires, and other fixtures and appurtenances appertaining thereto, which contract is in the following words and figures, to-wit:

To the Honorable Board of Public Works of the City of Fort Wayne:

Indiana Service Corporation is desirous of making additional construction, betterments and improvements to its system of street railroad in the City of Fort Wayne, Indiana, by the construction, maintenance, renewal, replacement, repair, use and operation of a standard double track street railway over, on and along the Bluffton Plank Road from Broadway on, over and along the St. Marys River New Bridge to a point west of the St. Marys River where the center line of said Plank Road produced across said New Bridge intersects the private right-of-way of said Indiana Service Corporation, together with the necessary and suitable double track clearance turnouts and switches properly to connect said double track street railway with the existing double track street railway system in Broadway, together with all necessary poles, wires, feed wires, guy wires, guy stubs, anchors and other fixtures and appurtenances appertaining thereto, a detailed plan and specifications designating the location and nature of such constructions, additions, betterments, improvements and extensions and the manner and method

of doing such work being filed herewith, marked "Exhibit A" and "Exhibit B," and made parts hereof.

Indiana Service Corporation further represents and shows to your Honorable Board that said additional constructions, improvements and extensions are reasonably necessary for the transaction of the business of the Company and for the public convenience and necessity of the citizens of the City of Fort Wayne and absolutely necessary in order to enable it to perform its functions and furnish with proper and adequate transportation service the portion of the City which will be served by such additional constructions, improvements and extensions.

Said Company also presents herewith a form of contract for the construction, maintenance, renewal, replacement, repair, use and operation of such additional constructions, improvements and extensions which has been executed by the Company and respectfully asks that the same may also be executed by your Honorable Board and approved by the Common Council of the City.

Respectfully submitted,
INDIANA SERVICE CORPORATION,
By ROBERT M. FEUSTEL, President.

Whereas, Indiana Service Corporation is now the owner of and operating a system of street railway in the City of Fort Wayne, Indiana, for the purpose of furnishing street car service to the inhabitants of said City and is desirous of constructing, maintaining, using, operating, replacing and repairing additional railway tracks, together with all appliances and appurtenances thereto, as a part of said system, which additions and extensions to its system are reasonably necessary in order to provide adequate service and facilities to its patrons and for the conduct of its business and for the public convenience, interest and safety by the construction, maintenance, operation, use, replacement, renewal and repair of a standard double track street railway over, on and along the public highway commonly known as the Bluffton Plank Road from Broadway on over and along the St. Marys River New Bridge to a point west of the St. Marys River where the center line of said Plank Road produced across said New Bridge intersects the private right-of-way of the said Indiana Service Corporation, together with all necessary and suitable double track clearance turnouts and switches to properly connect said double track street railway system with the existing double track street railway system in Broadway and together with all necessary poles, wires, feed wires, guy wires, guy stubs, anchors and other fixtures and appurtenances appertaining thereto, for the improvement, betterment and safety of its service, as more specifically hereinafter set forth and in accordance with the plans and specifications therefor on file with the Board of Public Works of said City.

Now, therefore, this agreement, made and entered into this 13th day of May 1930, by and between the City of Fort Wayne, Indiana, hereinafter called the "City," by and through its Board of Public Works, and the Indiana Service Corpora-

tion, a corporation organized and existing under the laws of the State of Indiana, hereinafter called the "Company," witnesseth,

That: For and in consideration of the several and mutual covenants herein contained it is hereby agreed by and between said parties as follows:

1. The City, by and through its Board of Public Works, under and by virtue of the power and authority granted by law to said Board, does hereby give and grant to the Company, its successors and assigns, subject to the conditions hereinafter expressed, the permission and authority, from and after the approval of this contract by the Common Council of said City by ordinance, to construct, maintain, renew, replace, repair, use and operate a standard double track street railway on and along the following street and bridge in the City of Fort Wayne, Allen County, Indiana, to-wit:

The right to construct, maintain, renew, replace, repair, use and operate a standard double track street railway over, on and along the public highway commonly known as the Bluffton Plank Road from Broadway on, over and along the St. Marys River New Bridge to a point west of the St. Marys River where the center line of said Plank Road produced across the New Bridge intersects the private right-of-way of the said Indiana Service Corporation, together with the necessary and suitable double track clearance turnouts and switches properly to connect said double track street railway with the existing double track street railway system in Broadway, together with all necessary poles, wires, feed wires, guy wires, guy stubs, anchors and other fixtures and appurtenances appertaining thereto.

2. The permission and authority hereby granted are upon the following terms and conditions, which terms and conditions the Company hereby expressly covenants and agrees, for itself, its successors and assigns, fully to carry out and perform:

A. The work of constructing said street railway system and other fixtures and appliances shall be done and performed in accordance with said specifications so filed with the Board of Public Works and to the satisfaction of said Board.

B. The Company, its successors and assigns, hereby expressly agree to and shall protect, indemnify and save harmless the said City from and against all damages, judgments, decrees, costs and expenses which the City may suffer or which may be recovered or obtained against it by reason of or growing out of or resulting in any way from the execution of this contract, the passage of the ordinance ratifying the same or the constructing, maintaining or operation of the system of street railway herein provided for or the exercise by the Company, its servants or agents, of the rights, privileges, limitations, conditions and the agreements, stipulations and requirements herein contained and agree to pay said City any such damages, judgments, decrees, costs and expenses which it may hereby or thereby suffer, and in any suit brought by the City for recovery of any damages, costs or expenses it shall be entitled to recover in addition

thereto reasonable attorney fees.

C. The Company agrees to complete the construction of said system of street railway on or before the 1st day of August, 1930. Said tracks, and the necessary curves, shall be laid under the supervision of and on lines designated by and with the approval of the City Engineer of said City.

D. The Company agrees to pave or cause to be paved the portion of said streets and highways between the outer rails of said tracks and for a space of twelve (12) inches on the outside of said outer rails and vitrified paving brick on a concrete foundation in all things under and in accordance with specifications to be approved by said Board of Public Works and to be acceptable to said Board in all cases where the remainder of said streets are now paved to the line of intersection between Bluffton Plank Road and said private right-of-way of Indiana Service Corporation and hereafter to maintain and repair such portions of such street pavements in the manner of and at such times as the Board may require, and said Company further agrees to repave such portions of said streets when and as often as the remaining portions of said streets are paved by said City, provided, however, that said Company shall not be required to repave or maintain said portions of said streets with any more expensive material than the remaining portions of said streets are or may hereafter be paved with.

E. Until the happening of the contingency set forth in Section F hereof, the said Company in the enjoyment of its rights hereunder, shall in all things be governed and controlled by all the limitations, conditions, agreements, stipulations and requirements and have the same rights, privileges and duties as are contained in an ordinance of said City of Fort Wayne granting a franchise to the Fort Wayne Traction Company September 2, 1902, except as modified by existing or future laws and all laws amendatory thereof and supplemental thereto, and except as to rates to be charged for its services and except that the time of expiration of the grant of rights herein granted shall be the same as the expiration of the franchise granted said Fort Wayne Traction Company on September 2, 1902, as said time may be now modified by the Act of the General Assembly of the State of Indiana known as the Shively-Spencer Utility Commission Act passed at its session in 1913 and contained in the Acts of the General Assembly of Indiana for the year 1913 on page 167 and all acts amendatory thereof and supplemental thereto and which limitations, agreements, conditions, stipulations and requirements of said ordinance shall be exercised, kept and performed by the Company, its successors and assigns, in so far as the same do not so conflict and are not so modified as aforesaid.

F. If said Shively-Spencer Utility Commission Act should be repealed or annulled either by such General Assembly or by court action, the Company in the enjoyment of its rights hereunder shall in all things be governed and controlled by the conditions, agreements, stipulations and requirements of, and have the same rights, privileges and

+ duties as are contained in said ordinance referred to in paragraph E hereof, except as to rates to be charged for its service, and except that the time of expiration of grant of the rights herein granted shall be the same as the expiration of said franchise granted dated September 2, 1902, as said time may be now modified by said Shively-Spencer Utility Commission Act and all acts amendatory thereof and supplemental thereto. As to the part of the system herein provided for the rate or rates for services shall at all times be the same as the rates charged for service on the remaining portion of its system generally, and the same agreements, stipulations and requirements in said ordinance, except as to rates and expiration of grant as above provided, shall be kept and performed by said Company, its successors and assigns.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

INDIANA SERVICE CORPORATION,
By ROBERT M. FEUSTEL,
President.

Attest: FRED H. SCHMIDT,
Secretary.
BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE.

By JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY.

Attest: SCOTT S. SNYDER,
Secretary.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a certain contract entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Indiana Service Corporation, on the 13th day of May, 1930, providing for the construction, maintenance and operation of a standard double track street railway over, on and along the Bluffton Plank Road from Broadway on, over and along the St. Marys River New Bridge to a point west of the St. Marys River where the center line of said Plank Road produced across said New Bridge intersects the private right-of-way of said Indiana Service Corporation, together with the necessary and suitable double track clearance turnouts and switches properly to connect said double track street railway with the existing double track street railway system in Broadway, together with all necessary poles, wires, feed wires, guy wires, guy stubs, anchors and other fixtures and appurtenances appertaining thereto, as set out in the preamble hereto, be and the same is hereby in all things approved and ratified.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1535

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 3 day of June, 1930.

L. E. PRANGER
City Clerk

Approved this 7th day of June, 1930.

WM. J. HOSEY
Mayor

GENERAL ORDINANCE NO. 1536

An Ordinance approving and ratifying a certain contract made and entered into on the 13 day of May, 1930, by and between the City of Fort Wayne, by and through its Board of Public Works on behalf of the Fort Wayne Municipal Electric Light and Power Company, and the Wabash Railway Company, providing for the Wabash Railway Co. granting to the City of Fort Wayne the license and permission to construct and thereafter maintain an electric transmission line over and across the right-of-way of the Wabash Railway Company at a point one hundred fifty (150) feet East of Wabash Avenue in the City of Fort Wayne, Allen County, Indiana, for certain considerations and stipulations, which grant, license and permission, and contract is in the following words and figures, to-wit:

This Agreement, Made and entered into this 13th day of May, A. D. 1930, by and between Wabash Railway Company, party of the first part (hereinafter called the Wabash), and Fort Wayne Municipal Electric Light & Power Company, party of the second part (hereinafter called the Electric Company).

Witnesseth: That, for and in consideration of the sum of ten dollars (\$10.00), to be paid by the Electric Company, and the covenants, agreements and undertakings of the Electric Company hereinafter contained, the Wabash hereby grants unto the Electric Company the license and permission to construct and thereafter maintain an electric transmission line of three (3) 4-0 stranded, and three (3) 250,000 CM. W.P. wires, carrying 13,200 and 2,300 volts, 3 phase, 60 cycle, over and across the right-of-way of the Wabash, at a point 150 feet east of Wabash Avenue, City of Fort Wayne, Allen County, State of Indiana, as shown on attached "Exhibit A," but upon the following terms and conditions:

First: Where the transmission line crosses over the Wabash's right of way, the construction must be in accordance with the statements and representations contained in the application of the Electric Company hereto attached and made a part hereof, and must comply with state laws and local ordinances. The work must be done in accordance with the rules of the Public Service Commission of Indiana, and the towers or poles and fixtures and wires must be placed as shown on attached sketch marked "Exhibit B."

Before beginning any work in connection with said transmission line, insofar as it will affect the property, equipment or operation of the Wabash, the Superintendent of Telegraph of the Wabash shall be notified, in order that he may be present in person or by representative to see that the material and work meet with the approval of the Wabash.

Second: In the event that the Wabash shall at any time or times in the future desire or be required to change the grade or location of the railroad tracks, wires, poles and appurtenances owned or used by the Wabash and or to make any additions thereto, the Electric Company agrees that, upon the written request of the Wabash, it

will make such changes in the said transmission line as may be necessary to maintain the clearances designated in said "Exhibit B." If the Electric Company shall fail to comply with any such request within ten days, the Wabash shall have the right to make such changes at the risk and expense of the Electric Company.

Third: It is agreed that this contract is entered into subject to the rights of the Western Union Telegraph Company in its occupation of the said Wabash's right-of-way, and that the Electric Company will pay all costs and expenses in connection with, or incident to any changes, additions or rearrangements of existing wires or poles made necessary by the construction of the said transmission line, and that the Electric Company will assume liability for and indemnify the Western Union Telegraph Company for any expense incurred or any damage sustained by reason of the construction, operation, maintenance, existence or removal of said transmission line, including any liability incurred under any plan for employee's disability or under the terms of any workman's compensation act.

Fourth: The Electric Company agrees that it will at all times during the existence of the said transmission line upon, over and or across the right of way of the Wabash, protect, indemnify and save harmless the Wabash free from and against all claims, demands, judgments, losses, costs, liabilities and expenses for injury to or death of any person or persons whomsoever, and or loss, destruction of or damage to any property whatsoever (including both parties hereto, their employees and property), in any manner arising from or growing out of the installation, maintenance, repair, existence, use or removal of the said transmission line.

This agreement shall take effect on the date hereof and continue in full force until terminated by either party giving to the other party hereto sixty (60) days' notice in writing of its intention to terminate the same, and Electric Company covenants and agrees that it will, within the said sixty (60) day period fixed in said notice remove its property from the right of way of the Wabash, the provisions of this agreement to remain in full force and effect until such removal has been made.

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the Wabash, and the legal representatives, successors and assigns of the Electric Company.

In Witness Whereof, The parties hereto have caused this agreement to be executed in duplicate by their respective proper officers thereunto duly authorized the day and year first above written.

WABASH RAILWAY COMPANY,
By

FORT WAYNE MUNICIPAL ELECTRIC
LIGHT AND POWER COMPANY,
By JOHN C. TRIER,

DAVID ERWIN,
C. A. RAMSEY,
Board of Public Works.

Approved: R. J. BIELSMITH,
Asst. Supt. Telegraph.

WABASH RAILWAY COMPANY

Application for permit for overhead wire crossing or parallel construction.

The undersigned hereby makes application to construct, maintain and operate a line of high tension electric wires across the right of way, tracks and telegraph lines of the Wabash Railway Company on private right of way in the Township of Fort Wayne at a point 158 Feet East from Wabash Avenue as more particularly shown on attached sketch.

Sketch should show location of crossing or parallel construction with reference to section lines, township range and county, and distance from nearest station. If within corporate limits of town, show names of streets, also attach sketch or blue print showing proposed construction methods.

By sketch or otherwise, the following information should be furnished relative to proposed construction:

(A) Description of poles or towers to be used. If poles, state kind of wood, height and diameter at top and five feet from bottom. If metal towers are used, describe make-up and state thickness of metal and general dimensions of parts: Cedar, 9" top, 14" 5' from bottom, 50 and 55 feet.

(B) Number of crossarms and location: 2-38" from top; 2-8' 2" from top.

(C) Proposed location of power line with respect to railroad right of way and telegraph line: Across.

(D) Normal length of spans: 122 Feet.

(E) Number of wires, and gauge and kind of wires to be used in crossing and adjacent spans: 3-4-0 Stranded, 3-250,000 CM. W. P.

(F) Height of lowest wires above ground line: 37.7 Feet.

(G) Separation and relative location of all wires on power line: 38".

(H) Type of line insulators to be used: 15,000 Volt and 3,000 Volt.

(I) Ultimate voltage of power wires: 13,200 Volt and 2,300 Volt.

(J) Phase: 3; cycle, 60; KW, 6,000.

(K) Proposed transposition system if any: None.

(L) Method of tying wires to pin insulators: Stop Tie.

(M) Method of guying: Overhead and side guys.

(N) Kind of ground wire and method of grounding same: None.

DAVID ERWIN,
JOHN C. TRIER,
C. A. RAMSEY,
Board of Public Works.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract entered into on the _____ day of _____, 1930, by and between the City of Fort Wayne, by and through its Board of Public Works on behalf of the Fort Wayne Municipal Electric Light and Power Company, and the Wabash Railway Company, providing for the Wabash Railway Company granting to the City of Fort Wayne the license and permission to construct and thereafter maintain an electric transmission line over and across the right-of-way of the Wabash Railway Company at a point one hundred fifty (150) feet East of Wabash Avenue in the City of Fort Wayne, Allen County, Indiana, for certain considerations and stipulations, as fully set forth in the preamble hereto, be and the same is hereby in all things approved and ratified.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1536

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 3 day of June, 1930.

L. E. PRANGER
City Clerk

Approved this 7 day of June, 1930.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1537

An Ordinance approving and ratifying a contract by and between the Indiana Service Corporation, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction, maintenance and operation of a standard single track electric railway, the center line of which will be located as follows: Beginning in the south line of Taylor Street at a point one hundred twenty-four (124) feet east of the intersection of said south line of Taylor Street with the north right-of-way line of the Indiana Service Corporation right-of-way; thence northeasterly across said Taylor Street to a point on the north line of said Taylor Street one hundred ninety-eight (198) feet west of the southeast corner of Lot Number thirty-eight (38) of Second Interurban Acre Addition to the City of Fort Wayne; thence tangent in a northeasterly direction on private right-of-way sixty-three (63) feet; thence in a northeasterly direction on a curve to the left whose radius is three thousand eight hundred nineteen and eighty-three hundredths (3,819.83) feet two hundred eight-nine (289) feet to a point of one hundred fifteen (115) feet southeast measured at right angles from the southerly line of Lot Number ninety-nine (99) of Wildwood Park Addition to the City of Fort Wayne, Indiana; thence in a northeasterly direction parallel with and one hundred fifteen (115) feet southeast measured at right angles from the southerly line of said Lot Number ninety-nine (99) thirteen hundred eighteen (1318) feet; thence by a curve to the right whose radius is seven hundred sixteen and thirty-four hundredths (716.34) feet across Freeman Street five hundred eight (508) feet to a point fifty (50) feet south of the south line of Johnson Street extended westerly; thence east across Morris Street parallel with and fifty (50) feet south of the south line of Johnson Street and Johnson Street extended to a point twenty (20) feet west of the west line of Lot Number five hundred and fifty-five (555) in the Third Commercial Addition to the City of Fort Wayne; thence by a curve to the left whose radius is seven hundred sixteen and thirty-four hundredths (716.34) feet across the intersection of Johnson Street and Catalpa Street to a point in the north line of Johnson Street thirty-five (35) feet east of the intersection of the east line of said Catalpa Street and the north line of said Johnson Street; thence entering and crossing the property owned by said Service Corporation; together with the necessary turnouts, poles, wires, guy wires, and appliances and appurtenances appertaining thereto.

WHEREAS, heretofore, on the 13th day of May, 1930, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with the Indiana Service Corporation for the construction, maintenance and operation of a Standard single track electric railway, the center line of which will be located as follows: Beginning in the south line of Taylor Street at a point one hundred twenty-four (124) feet east of the intersection of said south line of Taylor Street with the north right-of-way line of the Indiana Service Corporation right-of-way; thence northeasterly across said Taylor Street to a point in the north line of said Taylor Street one hundred ninety-eight (198) feet west of the southeast corner of Lot Number thirty-eight (38) of Second Interurban Acre Addition to the City of Fort Wayne; thence tangent in a northeasterly direction on private right-of-way sixty-three (63) feet; thence in a north-

easterly direction on a curve to the left whose radius is three thousand eight hundred nineteen and eighty-three hundredths (3,819.83) feet two hundred eighty-nine (289) feet to a point one hundred fifteen (115) feet southeast measured at right angles from the southerly line of Lot Number ninety-nine (99) of Wildwood Park Addition to the City of Fort Wayne, Indiana; thence in a northeasterly direction parallel with and one hundred fifteen (115) feet southeast measured at right angles from the southerly line of said Lot Number ninety-nine (99) thirteen hundred eighteen (1318) feet; thence by a curve to the right whose radius is seven hundred sixteen and thirty-four hundredths (716.34) feet across Freeman Street five hundred eight (508) feet to a point fifty (50) feet south of the south line of Johnson Street extended westerly; thence east across Morris Street parallel with and fifty (50) feet south of the south line of Johnson Street and Johnson Street extended to a point twenty (20) feet west of the west line of Lot Number five hundred and fifty-five (555) in the Third Commercial Addition to the City of Fort Wayne; thence by a curve to the left whose radius is seven hundred sixteen and thirty-four hundredths (716.34) feet across the intersection of Johnson Street and Catalpa Street to a point in the north line of Johnson Street thirty-five (35) feet east of the intersection of the east line of said Catalpa Street and the north line of said Johnson Street; thence entering and crossing the property owned by said Service Corporation; together with the necessary turnouts, poles, wires, guy wires, and appliances and appurtenances appertaining thereto, which contract is in the following words and figures, to-wit:

To the Honorable Board of Public Works of the City of Fort Wayne:
Indiana Service Corporation is desirous of making additional construction, betterments

and improvements to its system of street railroad in the City of Fort Wayne, Indiana, by the construction, maintenance, renewal replacement, repair, use and operation of a standard single track electric railway, the center line of which will be located as follows:

Beginning in the south line of Taylor Street at a point one hundred twenty-four (124) feet east of the intersection of said south line of Taylor Street with the north right-of-way line of the Indiana Service Corporation right-of-way; thence northeasterly across said Taylor Street to a point in the north line of said Taylor Street one hundred ninety-eight (198) feet west of the southeast corner of Lot Number thirty-eight (38) of Second Interurban Acre Addition to the City of Fort Wayne; thence tangent in a northeasterly direction on private right-of-way sixty-three (63) feet; thence in a northeasterly direction on a curve to the left whose radius is three thousand eight hundred nineteen and eighty-three hundredths (3,819.83) feet two hundred eighty-nine (289) feet to a point one hundred fifteen (115) feet southeast measured at right angles from the southerly line of Lot Number ninety-nine (99) of Wildwood Park Addition to the City of Fort Wayne, Indiana; thence in a northeasterly direction parallel with and one hundred fifteen (115) feet southeast measured at right angles from the southerly line of said Lot Number ninety-nine (99) thirteen hundred eighteen (1318) feet; thence by a curve to the right whose radius is seven hundred sixteen and thirty-four hundredths (716.34) feet across Freeman Street five hundred eight (508) feet to a point fifty (50) feet south of the south line of Johnson Street extended westerly; thence east across Morris Street parallel with and fifty (50) feet south of the south line of Johnson Street and Johnson Street extended to a point twenty (20) feet west of the west line of Lot Number five hundred and fifty-five (555) in the Third Commercial Addition to the City of Fort Wayne; thence by a curve to the left whose radius is seven hundred sixteen and thirty-four hundredths (716.34) feet across the intersection of Johnson Street and Catalpa Street to a point in the north line of Johnson Street thirty-five (35) feet east of the intersection of the east line of said Catalpa Street and the north line of said Johnson Street; thence entering and crossing the property owned by said Service Corporation; together with the necessary turnouts, poles, wires, guy wires and appliances and appurtenances appertaining thereto, a detailed plan and specification designating the location and nature of such constructions, additions, betterments, improvements and extensions and the manner and method of doing such work being filed herewith, marked "Exhibit A" and "Exhibit B" and made part thereof.

Indiana Service Corporation further represents and shows to your Honorable Board that said additional constructions, improvements and extensions are reasonably necessary for the transaction of the business of the Company and for the public convenience and necessity of the citizens of Fort Wayne and the papers of said Company and also-

utely necessary in order to enable it to perform its functions and furnish proper and adequate transportation service.

Said Company also presents herewith a form of contract for the construction, maintenance, use, operation, renewal, replacement and repair of such additional constructions, improvements and extensions which has been executed by the Company and respectfully asks that the same may also be executed by your Honorable Board and approved by the Common Council of the City.

Respectfully submitted,
INDIANA SERVICE CORPORATION,
By ROBERT M. FEUSTEL,
President.

Whereas, Indiana Service Corporation is now the owner of and operating a system of street railway in the City of Fort Wayne, Indiana, for the furnishing of service to the inhabitants of said City and is desirous of constructing, maintaining, operating and using additional street railway tracks, together with all appliances and appurtenances thereto as a part of said system and which additions and extensions to its system are reasonably necessary in order to provide adequate service and facilities to its patrons in the conduct of its business and for the public convenience, interest and safety, by the construction, maintenance and operation of a standard single track electric railway, the center line of which is described as follows:

Beginning in the south line of Taylor Street at a point one hundred twenty-four (124) feet east of the intersection of said south line of Taylor Street with the north right-of-way line of the Indiana Service Corporation right-of-way; thence northeasterly across said Taylor Street to a point in the north line of said Taylor Street one hundred ninety-eight (198) feet west of the southeast corner of Lot Number thirty-eight (38) of Second Interurban Acre Addition to the City of Fort Wayne; thence tangent in a northeasterly direction on private right-of-way sixty-three (63) feet; thence in a northeasterly direction on a curve to the left whose radius is three thousand eight hundred nineteen and eighty-three hundredths (3,819.83) feet two hundred eighty-nine (289) feet to a point one hundred fifteen (115) feet southeast measured at right angles from the southerly line of Lot Number ninety-nine (99) of Wildwood Park Addition to the City of Fort Wayne, Indiana; thence in a northeasterly direction parallel with the one hundred fifteen (115) feet southeast measured at right angles from the southerly line of said Lot Number ninety-nine (99) thirteen hundred eighteen (1318) feet; thence by a curve to the right whose radius is seven hundred sixteen and thirty-four hundredths (716.34) feet across Freeman Street five hundred eight (508) feet to a point fifty (50) feet south of the south line of Johnson Street extended westerly; thence east across Morris Street parallel with and fifty (50) feet south of the south line of Johnson Street and Johnson Street extended to a point twenty (20) feet west of the west line of Lot Number five hundred and fifty-five (555) in the Third Commercial Addition

to the City of Fort Wayne; thence by a curve to the left whose radius is seven hundred sixteen and thirty-four hundredths (716.34) feet across the intersection of Johnson Street and Catalpa Street to a point in the north line of Johnson Street thirty-five (35) feet east of the intersection of the east line of said Catalpa Street and the north line of said Johnson Street; thence entering and crossing the property owned by said Service Corporation; together with all necessary turnouts, poles, wires, guy wires and all appliances and appurtenances appertaining thereto, for the improvement, betterment and safety of its service, as more particularly hereinafter set forth and in accordance with the plans and specifications therefor on file with the Board of Public Works of said City.

Now, Therefore, This Agreement, made and entered into this 13th day of May, 1930, by and between the City of Fort Wayne, Indiana, hereinafter called the "City," by and through its Board of Public Works, and Indiana Service Corporation, a corporation organized and existing under the laws of the State of Indiana, with its principal place of business in the City of Fort Wayne, hereinafter called the "Company,"

Witnesseth: That, for and in consideration of the several and mutual covenants herein contained it is hereby agreed by and between said parties as follows:

1. The City, by and through its Board of Public Works, in and by virtue of the power and authority granted by law to said Board, does hereby give and grant to the Company, its successors and assigns, subject to the conditions hereinafter expressed, right, permission and authority from and after the approval of this contract by the Common Council of said City by ordinance, to construct, maintain, use, operate, replace, renew and repair a standard single track electric railway, the center line of which is to be located as follows:

Beginning in the south line of Taylor Street at a point one hundred twenty-four (124) feet east of the intersection of said south line of Taylor Street with the north right-of-way line of the Indiana Service Corporation right-of-way; thence northeasterly across Taylor Street to a point in the north line of said Taylor Street one hundred ninety-eight (198) feet west of the southeast corner of Lot Number thirty-eight (38) of Second Interurban Acre Addition to the City of Fort Wayne; thence tangent in a northeasterly direction on private right-of-way sixty-three (63) feet; thence in a northeasterly direction on a curve to the left whose radius is three thousand eight hundred nineteen and eighty-three hundredths (3,819.83) feet two hundred eighty-nine (289) feet to a point one hundred fifteen (115) feet southeast measured at right angles from the southerly line of Lot Number ninety-nine (99) of Wildwood Park Addition to the City of Fort Wayne, Indiana; thence in a northeasterly direction parallel with and one hundred fifteen (115) feet southeast measured at right angles from the southerly line of said Lot Number ninety-nine (99) thirteen hundred eighteen (1318) feet; thence by a curve to the right whose

radius is seven hundred sixteen and thirty-four hundredths (716.34) feet across Freeman Street five hundred eight (508) feet to a point fifty (50) feet south of the south line of Johnson Street extended westerly; thence east across Morris Street parallel with and fifty (50) feet south of the south line of Johnson Street and Johnson Street extended to a point twenty (20) feet west of the west line of Lot Number five hundred and fifty-five (555) in the Third Commercial Addition to the City of Fort Wayne; thence by a curve to the left whose radius is seven hundred sixteen and thirty-four hundredths (716.34) feet across the intersection of Johnson Street and Catalpa Street to a point in the north line of Johnson Street thirty-five (35) feet east of the intersection of the east line of said Catalpa Street and the north line of said Johnson Street; thence entering and crossing the property owned by said Service Corporation; together with all necessary turnouts, poles, wires, guy wires and appurtenances and appliances appertaining thereto.

2. The permission and authority hereby granted are upon the following terms and conditions, which terms and conditions the Company hereby expressly covenants and agrees for itself, its successors and assigns, to fully carry out and perform.

A. The work of constructing said street railway systems and other fixtures and appliances shall be done and performed in accordance with said specifications so filed with the Board of Public Works, and to the satisfaction of said Board.

B. The Company, its successors and assigns, hereby expressly agrees to and shall forever indemnify and save harmless the said City against and from all damages, judgments, decrees, costs and expenses which the City may suffer, or which may be recovered or obtained against it by reason of or growing out of or resulting in any way from the execution of this contract, the passage of the ordinance ratifying the same, or the constructing, maintaining or operation of the system of street railway herein provided for, or the exercise by the Company, its servants or agents, of the rights, privileges, limitations, conditions and the agreements, stipulations or requirements herein contained, and agrees to pay said city any such damages, judgments, decrees, costs and expenses which it may hereby or thereby suffer, and in any suit brought by the City for recovery of any such damages, costs or expenses it shall be entitled to recover in addition thereto reasonable attorney fees.

C. The Company agrees to complete the construction of said electric railway track on or before the 1st day of July, 1931. Said track and the appliances and appurtenances thereto shall be laid under the supervision of and on lines designated by and with the approval of the City Engineer of said City.

D. The Company agrees to pave or cause to be paved said portion of said streets between the outer rails of said track and for a space of twelve (12) inches on the outside of said track with a vitrified paving brick on a concrete foundation, in all things under and in accordance with specifications to be approved by said Board of Public

Works and to be acceptable to said Board, when the remainder of said streets adjacent to said track is paved and thereafter to maintain and repair such portions of such pavements in the manner of and at such time or times as the Board may require and to repave such portions of said streets when and as often as the remaining portions thereof are paved by said City; provided, however, that said Company shall not be required to repave or maintain said portions of said streets with any more expensive material than the remaining portions thereof may be hereafter paved with.

E. Said Company shall keep said tracks where the same are located on and along said streets in good condition at all times, so that vehicles can easily and freely at all times cross said tracks at all points in any direction without unreasonable interference or obstruction.

F. Until the happening of the contingency set forth in Section G hereof the said Company in the enjoyment of its rights hereunder, shall in all things be governed and controlled by all the limitations, conditions, agreements, stipulations and requirements and have the same rights, privileges and duties as are contained in an ordinance of said City of Fort Wayne granting a franchise to the Fort Wayne Traction Company, September 2, 1902, except as modified by existing or future laws and all laws amendatory thereof and supplemental thereto and except as to rates to be charged for its services and except that the time of expiration of the grant of rights herein granted shall be the same as the expiration of the franchise granted said Fort Wayne Traction Company on September 2, 1902, as said time may be now modified by the Act of the General Assembly of the State of Indiana known as the Shively-Spencer Utility Commission Act passed at its session in 1913 and contained in the Acts of the General Assembly of Indiana for the year 1913 on page 167 and all acts amendatory thereof and supplemental thereto and which limitations, agreements, conditions, stipulations and requirements of said ordinance shall be exercised, kept and performed by the Company, its successors and assigns in so far as the same do not so conflict and are not so modified as aforesaid.

G. If said Shively-Spencer Utility Commission Act should be repealed or annulled either by such General Assembly or by court action, the Company in the enjoyment of its rights hereunder shall in all things be governed and controlled by the conditions, agreements, stipulations and requirements of, and have the same rights, privileges and duties as are contained in said ordinance referred to in paragraph "F" hereof, except as to rates to be charged for its service, and except that the time of expiration of grant of the rights herein granted shall be the same as the expiration of said franchise granted dated September 2, 1902, as said time may be now modified by said Shively-Spencer Utility Commission Act and all acts amendatory thereof and supplemental thereto. As to the part of the system herein provided for the rate or rates

for services shall at all times be the same as the rates charged for service on the remaining portion of its system generally, and the same agreements, stipulations and requirements in said ordinance, except as to rates and expiration of grant as above provided, shall be kept and performed by said Company, its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

INDIANA SERVICE CORPORATION,
By ROBERT M. FEUSTEL,
President.

Attest: FRED H. SCHMIDT,
Secretary.

BOARD OF PUBLIC WORKS OF THE CITY
OF FORT WAYNE.

By JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY,

Attest: SCOTT S. SNYDER,
Secretary.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract heretofore entered into by and between the City of Fort Wayne, by and through its board of Public Works, and the Indiana Service Corporation, providing for the construction, maintenance and operation of a standard single track electric railway, the center line of which will be located as follows: Beginning in the south line of Taylor Street at a point one hundred twenty-four (124) feet east of the intersection of said south line of Taylor Street with the north right-of-way line of the Indiana Service Corporation right-of-way; thence northeasterly across said Taylor Street to a point in the north line of said Taylor Street one hundred ninety-eight (198) feet west of the southeast corner of Lot Number thirty-eight (38) of Second Interurban Acre Addition to the City of Fort Wayne; thence tangent in a northeasterly direction on private right-of-way sixty-three (63) feet; thence in a northeasterly direction on a curve to the left whose radius is three thousand eight hundred nineteen and eighty-three hundredths (3,819.83) feet two hundred eighty-nine (289) feet to a point one hundred fifteen (115) feet southeast measured at right angles from the southerly line of Lot Number ninety-nine (99) of Wildwood Park Addition to the City of Fort Wayne, Indiana; thence in a northeasterly direction parallel with and one hundred fifteen (115) feet southeast measured at right angles from the southerly line of said Lot Number ninety-nine (99) thirteen hundred eighteen (1318) feet; thence by a curve to the right whose radius is seven hundred sixteen and thirty-four hundredths (716.34) feet across Freeman Street five hundred eight (508) feet to a point fifty (50) feet south of the south line of Johnson Street extended westerly; thence east across Morris Street parallel with and fifty (50) feet south of the south line of Johnson.

Street and Johnson Street extended to a point twenty (20) feet west of the west line of Lot Number five hundred and fifty-five (555) in the Third Commercial Addition to the City of Fort Wayne; thence by a curve to the left whose radius is seven hundred sixteen and thirty-four hundredths (716.34) feet across the intersection of Johnson Street and Catalpa Street to a point in the north line of Johnson Street thirty-five (35) feet east of the intersection of the east line of said Catalpa Street and the north line of said Johnson Street; thence entering and crossing the property owned by said Service Corporation; together with the necessary turnouts, poles, wires, guy wires, and appliances and appurtenances appertaining thereto; be and the same is hereby in all things approved and ratified.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

E. H. FISHER

(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1537

M. L. BURNS

President

L. E. PRANGER

City Clerk

Presented to the Mayor for approval on the 3 day of June, 1930

L. E. PRANGER

City Clerk

Approved this 7th day of June, 1930.

WM. J. HOSEY

Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1538

An Ordinance regulating traffic in the City of Fort Wayne, Indiana.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Allen County, Indiana, that it shall be unlawful for any driver or owner of any vehicle to park or allow or permit said vehicle to be parked on the south side of Brackenridge Street from the West line of Fairfield Avenue to the East line of Broadway in the City of Fort Wayne; and on the North side of Woodland Avenue between the East line of Harrison Street and the West line of Clinton Streets in the City of Fort Wayne.

Section 2. That any person, firm or corporation violating this ordinance shall upon conviction be fined in any sum not exceeding Fifty Dollars(\$50.00)

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1538

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 3 day of June, 1930.

L. E. PRANGER
City Clerk

Approved this 7th day of June, 1930

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1539

An Ordinance regulating traffic on the public streets and alleys in the City of Fort Wayne, Indiana.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that it shall be unlawful for any person, firm or corporation to drive, operate or direct the movement of any vehicle, or cause or permit any vehicle to be driven, operated or its movement directed, from and upon any intersecting street, alley or driveway into and upon Hanna Street from the north property line of Lewis Street to the southern city limits, or to enter upon said street without first bringing such vehicle to a complete stop; and shall not at any time enter Hanna Street from any intersecting street, after making such complete stop in any manner as to directly or indirectly interfere with or interrupt the traffic upon said street or boulevard; and in no event when any automobile is approaching any intersecting street, alley or driveway upon said Hanna Street from the north Property line of Lewis Street to the southern city limits, within twenty-five (25) feet from such intersecting street, alley or driveway, provided, however, that at all such intersections where semaphore lights are stationed, such person, firm or corporation shall govern the operation of said vehicle according to said semaphore light controls.

Section 2. Anyone violating or failing to comply with any of the provisions of this ordinance shall upon conviction be fined in any sum not exceeding One Hundred Dollars (\$100.00)

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHAS. LENZ

(yes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of May, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1539

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 3 day of June, 1930

L. E. PRANGER
City Clerk

Approved this 7th day of June, 1930.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1540

An Ordinance regulating traffic in the City of Fort Wayne, Indiana.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Allen County, Indiana, that it shall be unlawful for any driver or owner of any vehicle to park or allow or permit said vehicle to be parked on the east side of Sherman Street from the Van Buren Street bridge to the south line of High Street in the City of Fort Wayne.

Section 2. That any person, firm or corporation violating this ordinance shall upon conviction be fined in any sum not exceeding Fifty Dollars (\$50.00)

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

A. J. DEITSCHER

(Ayes 15-Nays none)

Dated:

May 27, 1929.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a postponed regular meeting, held on the 17 day of June, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1540

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 20 day of June, 1930

L. E. PRANGER
City Clerk

Approved this 24th day of June, 1930

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1541

An Ordinance approving and ratifying a certain contract made and entered into on the 27th day of May, 1930, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, designated as the City and Hoad, Decker, Shoecraft and Drury of Ann Arbor, Michigan, designated as the Engineers.

WHEREAS on the 27th day of May, 1930, the City of Fort Wayne by and through its Board of Public Works, designated as the City and Hoad, Decker, Shoecraft, and Drury of Ann Arbor, Michigan, designated as the Engineers, entered into a contract and agreement by the terms of which the Engineers agree to make a survey, general plan and report of water supply improvements for the City of Fort Wayne and furnish the City twenty (20) copies of such report, which contract is in the words and figures as follows, to-wit:

**CONTRACT FOR ENGINEERING SERVICES
BETWEEN THE CITY OF FORT WAYNE
INDIANA, AND HOAD, DECKER, SHOECRAFT
AND DRURY, ANN ARBOR,
MICHIGAN.**

THIS MEMORANDUM OF AGREEMENT, made this 27th day of May, 1930, by and between the City of Fort Wayne, Indiana, hereinafter referred to as the City, and Hoad, Decker, Shoecraft and Drury, of Ann Arbor, Michigan, hereinafter referred to as the Engineers, Witnesseth:

That the said Engineers hereby agree to render to the said City suitable and competent engineering services covering a general plan and report of water supply improvements for the said City, and that the said City hereby engages the services of the said Engineers for the said plan and report of said improvements and agrees to pay the said Engineers therefor, all as more fully set forth in the following Articles of Agreement:

Article 1. General Report on Water Supply Project.

Section 1. The Engineers will proceed at once to make a careful engineering study and comprehensive survey of the entire water supply system in relation to the city's present and prospective future needs. This will include a fair and scientific appraisal of the source or sources of supply, of quality standards, of pressures and distribution of fire defense resources, and other major elements of a good water supply system. It will include an unbiased engineering conclusion as to the best manner of strengthening and improving the entire water supply system and making it responsive to present-day demands, and also a plan and program of development in future to keep pace with the continued growth of the City in population and industry. The Engineers will also make up careful estimates of cost of the recommended improvements. To this end the City will give the Engineers access to maps and other recorded data in the City's water supply department. If soil borings should be

necessary as a guide to estimating the cost of structures, or if it should be deemed advisable to have water analyses made in some laboratory other than the Engineer's laboratory or that of the City, then the City will stand the cost of such incidental expenses, provided always that request therefore has been made and approved by the City in advance.

Sec. 2. This engineering study will include such consultation with the State Health Department and its proper officials as may be necessary to suitably represent the proposed water supply project to the Department and to secure the Department's approval.

Sec. 3. The Engineers will make a report to the City, describing and explaining the water supply project as a whole, and giving an estimate of its cost. This report will be of such character that it may be used as a basis for legislation looking towards the financing of the project. The report will be accompanied by various memoranda and data concerning the project which are likely to be called for in the work of financing.

Sec. 4. The Engineers will furnish twenty (20) copies of said report to the City. The Engineers will conform to the laws of the Indiana Industrial Board as affects their employees.

Sec. 5. If the City so desires the Engineers will undertake the planning and execution of water supply improvements in accordance with the proposal of said Engineers under date of May 21, 1930.

Article 2. Terms of Payment

Section 1. And the said City agrees to pay to the said Engineers, as full compensation for the preliminary study and report outlined in Sections 1, 2, 3 and 4, of Article 1 of this Agreement, the sum of Two Thousand Dollars (\$2,000.00), payable upon the presentation and acceptance of the special report.

Article 3. Services in Court Not Included
Section 1. The services engaged and provided for by this Agreement do not include or contemplate any appearance in court as expert, or court work of any kind.

IN WITNESS WHEREOF, the parties have set their hands, in duplicate, on the day and year first above written.

CITY OF FORT WAYNE, IND.
By JOHN C. TRIER,
DAVID ERWIN,
J. A. RAMSEY,
HOAD, DECKER, SHOECRAFT
AND DRURY,
By EZIAH SHOECRAFT.

Witness: JEANNETTE P. LOOS.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a certain contract heretofore entered into on the 27th day of May, 1930, by and between the City of Fort Wayne, by and through its Board of Public Works, designated as the City and Hoad, Decker, Shoecraft, and Drury of Ann Arbor, Michigan, designated as the Engineers, providing for the making by the Engineers of a survey of the entire water supply system of the City of Fort Wayne, Indiana, making a general plan, a fair and scientific appraisal of the water supply system, and a plan and report of the conditions of the water system and improvements needed, which contract is more fully set forth in the preamble hereto, is hereby approved and ratified.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

G. A. DINNENJACOB HARTMANCHARLES H. YOUNG

Dated:
May 27, 1930

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a postponed regular meeting, held on the 17th day of June, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1541

M. L. BURNS

President

LEONARD E. PRANGER

City Clerk

Presented to the Mayor for approval on the 20 day of June, 1930

LEONARD E. PRANGER

City Clerk

Approved this 24th day of June, 1930.

WM. J. HOSEY

Mayor

GENERAL ORDINANCE NO. 1542

An Ordinance approving and ratifying a certain contract entered in-
to by and between the Brooks Construction Company, of the City of Fort Wayne,
Allen County, Indiana, and others, as their interests may appear, and the City of
Fort Wayne by and through its Board of Public Works on behalf of the Water Works
Department, of the City of Fort Wayne, Allen County, Indiana.

WHEREAS, on the 13 day of May, 1930, the City of Fort Wayne, by and
through its Board of Public Works on behalf of the Water Works Department, of the
City of Fort Wayne, Allen County, Indiana, entered into a certain contract and a-
greement for the furnishing of labor and material on the part of the Water Works
Department of the City of Fort Wayne, for the construction of certain water mains,
and the payment on the part of the Brooks Construction Company for the furnishing
of said labor and material, and providing for refund under certain stipulations
and conditions, which contract is in the following words and figures, to-wit:

This agreement, made this 13th day of
May in the year nineteen hundred (1930)
and thirty, by and between the Brooks
Construction Company of the City of Fort
Wayne, Allen County, Indiana, and others,
as their interests may appear; the Board of
Public Works and the Water Works Depart-
ment of the City of Fort Wayne, Allen
County, Indiana:

Witnesseth: That the said Brooks Con-
struction Company, and said others, and the
said department of said city, for the con-
siderations hereinafter named, agree as fol-
lows:

That the said Water Works Department of
said city, after the other stipulations in this
agreement have been complied with, shall
proceed, dependent upon the procurement of
material and labor, and with reference to
other similar work of said department, to
furnish all material and provide all labor
necessary for the construction, and to con-
struct, a six (6") water main, including
all necessary fittings and fire hydrants along
lines as follows:

Making proper connection with pres-
ent water main on Cambridge

Blvd., thence extending westward
on Purdue Drive to Tyler Ave. 1125 ft.
Thence extending north and south
of Purdue Drive on Tyler Ave., a
distance of approximately four
hundred and ninety feet 490 ft.
And connecting with present water
main on State St.
Connecting with proposed line on
Purdue Drive extending north on
Princeton Ave., approximately 200 ft.
Connecting with proposed line on
Purdue Drive and extending north
on North Highland Ave., approxi-
mately 200 ft.
Connecting with proposed line on
Purdue Drive and extending north
on Stanford Ave. approximately.. 200 ft.

Total, approximately 2215 ft.

That said department of said city shall
furnish water through said lines, when con-
structed, in accordance with the rules and
regulations of said department and the laws
and regulations applicable thereto, now in
force, or that may hereafter be adopted.

That said Brooks Construction Company
expressly covenants and agrees, that it will,
on the date of execution of this contract,
pay, in cash, to said department of said
city, the sum of thirty-one hundred twenty
(\$3,120.28) Dollars and twenty-eight cents.
That said sum of thirty-one hundred
twenty (\$3,120.28) dollars and twenty-eight
cents, shall be considered as an estimated
cost of the material and labor necessary for
the construction of said water lines, fittings
and fire hydrants, as above listed, and that
the actual cost shall be shown on cost sheets
made up by said department upon comple-
tion of the work.

In the event that the actual cost of said
lines, fittings and fire hydrants shall ex-
ceed the estimated cost as mentioned above,
then the said Brooks Construction Com-
pany shall pay, in cash, to said department
of said city the amount of said excess in
addition to the above named amount.

In the event, however, that the actual
cost of said construction is less than the
estimated cost already paid, then the Water
Works Department of said city shall refund
the amount of the difference to the said
Brooks Construction Company.

It is further understood and agreed that
the said Brooks Construction Company shall
waive all claims of any kind or description
for any further refund of cash paid in on
this agreement other than the one described
above and that said water mains, fittings
and fire hydrants are to form and be a part
of the water works system of the said Wa-
ter Works Department of said city, and that
all rights, title and interests whatsoever
shall at all times be and remain in said
department of said city.

However, it is further understood and
agreed that, under certain conditions and on
certain proofs of claim, certain refunds, in
cash, will be made by said department of

said city from the cash paid in under this
agreement.

The requirements necessary are as fol-
lows:

That when a consumer's service line is ex-
tended from said mains in and to any one of
lots named herewith and a water meter in-
stalled thereon by or under the direction of
said Water Works Department of said city,
for the purpose of supplying a permanent
consumer of water from said water main,
within a period of five years from the date
of this agreement, then to the person or
persons holding complete title to any one or
more lots so named, and as shown by the
records of the Allen county courts, shall be
payable by said Water Works Department
of said city, by warrant, in the name of said
owner or owners, the sum of seventy (\$70.00)
dollars for each lot or such consumer. How-
ever, regardless of the number of consumers,
and under no condition, will warrants be
issued to exceed the actual amount of cash
paid in; said refunds to be considered in the
order of the above compliance and only
within the said period of five years. Full
and complete lots as shown by the records at
this time, are to be considered under this
agreement, and are listed as follows:

Poinsett Park Addition: Lots Nos. 2, 3, 4,
5, 6, 158, 159, 160, 161, 162, 163, 164, 165,
166, 167, 168, 169, 170, 171, 172, 323, 324,
325, 395, 396 and 397.

Cambridge Hills Addition: Lots Nos. 41,
42, 43, 44, 45, 46, 47, 48, 49, 50, 130, 131,
132, 133, 134, 209, 210, 211, 212, 213, 214.
Both additions to the City of Fort Wayne,
Allen County, Indiana.

It is further understood and agreed, under
the terms of this agreement, that any por-
tion of the cash paid in and not paid out as
a refund at the end of the five-year period
so named shall be considered as earned by
said Water Works Department of said city
to apply against any cost of operation or
maintenance of said lines.

BROOKS CONSTRUCTION COMPANY

FORT WAYNE WATER WORKS,
JAS. L. SHIELDS,
Secretary

CITY OF FORT WAYNE, INDIANA,
WATER WORKS DEPARTMENT,
JOHN TRIER,
DAVID ERWIN,
C. A. RAMSEY,
Board of Public Works.

Section 1. Be it ordained by the Common Council of the City of
Fort Wayne, Indiana, that the contract heretofore entered into on the 13 day of May,
1930, by the City of Fort Wayne, by and through its Board of Public Works on
behalf of the Water Works Department, and the Brooks Construction Company, of
the City of Fort Wayne, Allen County, Indiana, and others, as their interests may
appear, providing for the furnishing by the Fort Wayne Water Works Department of
certain material and labor for the construction of certain water mains stipulated
in said contract, and the payment for said labor and material on the part of the

part of the Brooks Construction Company and refunding of money under certain terms and conditions fully set forth in the preamble hereto, is hereby in all things approved and ratified.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a postponed regular meeting, held on the 17 day of June, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1542

M. L. BURNS

President

LEONARD E. PRANGER

City Clerk

Presented to the Mayor for approval on the 20th day of June, 1930.

LEONARD E. PRANGER

City Clerk

Approved this 24th day of June, 1930.

WM. J. HOSEY

Mayor

GENERAL ORDINANCE NO. 1543

An ordinance transferring and vesting in the Board of Park Commissioners of the City of Fort Wayne, Indiana, Washington Road, Extended, in the said City, to be converted by the Board of Park Commissioners into a boulevard, with full power of control and management thereof, and the changing of the name of said Washington Road, Extended to Washington Boulevard, Extended.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Street in said City known as Washington Road, Extended, being a strip of land eighty (80) feet in width from the east right of way line of the Grand Rapids and Indiana Railroad to the south line of West Main Street, the south line of which is two hundred forth (240) feet north of and parallel to the north right of way line of the Pittsburgh, Fort Wayne and Chicago Railway, be and the same is hereby placed under the government, management and control of the Board of Park Commissioners of said City for the purpose and with the right upon the part of the Board of Park Commissioners of said City to convert the same into a boulevard; and the said Board of park Commissioners shall have full power, upon the acceptance by it of said Street or Road herein described, for the purpose aforesaid, to govern, manage, improve, maintain, regulate and direct the public use thereof as a boulevard, and to subject the same to its rules and regulations; subject, however, to the laws of the State and to the powers of the Common Council in relation thereto.

Section 2. That the name of said Washington Road, Extended, being a strip of land eighty (80) feet in width from the east right of way line of the Grand Rapids and Indiana Railroad to the south line of West Main Street, the south line of which is two hundred forty (240) feet north of and parallel to the north right of way line of the Pittsburgh, Fort Wayne and Chicago Railway, shall be changed to and hereafter be known as Washington Boulevard, Extended.

Section 3. This ordinance to be in full force and to take effect from and after its passage and approval by the mayor and legal publication.

EDWIN C. LINDENBERG

(Ayes 14-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of June, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1543

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 27 day of June, 1930

L. E. PRANGER
City Clerk

Approved this 2nd day of July, 1930.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1544

An Ordinance amending Section 1 of General Ordinance No. 1165, entitled, "An Ordinance regulating the storage of gasoline and oil for the purpose of sale, as amended August 10, 1926" by General Ordinance No. 1307.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that Section 1 of the above entitled ordinance as amended on August 10, 1926 by General Ordinance No. 1307, be amended to read as follows:

"Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that it shall be and it is hereby declared unlawful for any person, firm, or corporation, for themselves or as agents, renters, or lessees, to locate, build, erect, construct, maintain, install or operate any public drive-in filling station, is situated, or where such pump is nearer or closer than three hundred (300) feet to any hospital or the property line of any real estate upon which is situated any church, school, or hospital."

Section 2. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor and legal publication.

ED. C. LINDENBERG

(Ayes 13-Nays 1)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of June , 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1544

M. L. BURNS

President

L. E. PRANGER

City Clerk

Presented to the Mayor for approval on the 27 day of June, 1930

L. E. PRANGER

City Clerk

Approved this

day of

19

Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

See Mayor's Communication 7/8/30 - Page 137 = 1930 Year Book

MOTION----July 8, 1930

Mr. Chairman: I move that a certain Ordinance No. 1544, being an Ordinance amending Section 1 of General Ordinance No. 1165, entitled, "An Ordinance regulating the storage of gasoline and oil for the purpose of sale, as amended August 10, 1926," which Ordinance was not approved by the Mayor of the City of Fort Wayne, be passed by the Common Council notwithstanding the disapproval of the Mayor.

(signed) August Weisenburger

Adopted by the following vote: Ayes 13, Nays 3.

GENERAL ORDINANCE NO. 1545

An Ordinance approving and ratifying a certain contract made and entered into on the 24th day of June, 1930, by and between the Johns Equipment Company, of Fort Wayne, Indiana, and The City of Fort Wayne, by and through its Board of Public Works on behalf of the Water Works Department of the City.

WHEREAS on the 24th day of June, 1930, the Johns Equipment Company of the City of Fort Wayne, and the City of Fort Wayne by and through its Board of Public Works on behalf of the Water Works Department of said City, entered into a certain contract and agreement by the terms of which the said Johns Equipment Company is to furnish, deliver and install pump equipment t at Vance Avenue and St. Joseph River, which contract and agreement is in the words and figures as follows, to-wit:

This agreement, made this — day of June in the year nineteen hundred and thirty (1930), by and between the Johns Equipment Company, of Fort Wayne, Indiana, and the Water Works Department of the City of Fort Wayne, Allen County, Indiana, through its Board of Public Works: WITNESSETH: That the said Johns Equipment Company and the Water Works

Department of said City of Fort Wayne, Indiana, through its Board of Public Works, for the considerations hereinafter named, agree as follows:

That the said Johns Equipment Company is to furnish and deliver, installed on foundation made and erected by said department of said City, and located at Vance Avenue and St. Joseph River, the following:

One Pomona, six stage No. 12 XLC water lubricated, deep well turbine, complete, with a total overall length of one hundred and five (105) feet, from the base of the pump head to the bottom of the pump bowls.

Suction pipe, 10 feet in length, six (6) inches outside diameter.

Discharge column, one hundred (100) feet in length, six (6) inches outside diameter.

Drive shaft, twelve (12) inches diameter.

One line-start type, forty (40) horse power motor, 1760 RPM. for operation on four hundred and forty (440) volt, three (3) phase, sixty (60) cycle electric current.

One magnetic across-the-line type starter with push button station for remote control.

The above guaranteed to deliver three hundred and fifty (350) gallons of water per minute, against a total head of two hundred and forty (240) feet, with thirty three and seven hundredths (33.07) H. P.

Pump efficiency as measured at pump shaft sixty three and six tenths (63.6) per cent.

Impellers are to be the Pomona patented, semi-open type and are to be set at such positions, angle and curvature as to effect the highest efficiency over a wide range of head capacity.

The above is to conform with specifications furnished said City under date of May 28th, nineteen hundred and thirty (1930), and said specifications are to form and be a part of this agreement as if attached hereto and written herein. Said equipment is to be delivered and installed within a period of thirty days.

In consideration of a full compliance with the above and said specifications, and after a complete test has been made to prove out the above requirements, then the said Water Works Department of said City shall pay, in cash, to the said Johns Equipment Company the sum of two thousand, three hundred and seventy-two dollars (\$2,372.00). Freight to be F. O. B. factory, Pomona, California. Full freight allowed to Fort Wayne, Indiana.

The said Johns Equipment Company, further agrees to protect said City of Fort Wayne and save it harmless from all royalties, penalties, damage, cost and expense, on account of, or growing out of any infringement of any kind or character. The Johns Equipment Company will furnish a bond, with a reliable surety company, as surety thereon, payable to the City of Fort Wayne, in the sum of two thousand (\$2,000) dollars for the faithful performance of each and every covenant and provision to be by it performed in accordance with the terms and conditions of this agreement.

Witness our hands and seals the day and year first written above.

JOHNS EQUIPMENT COMPANY,
By WINIFRED GUNTER, Secy.
FORT WAYNE WATER WORKS,
JAS. L. SHIELDS, Secy.
BOARD OF PUBLIC WORKS, WATER
WORKS DEPARTMENT, OF THE CITY OF
FORT WAYNE, IND.
JOHN C. TRIER, Chairman
DAVID ERWIN, Member
C. A. RAMSEY, Member.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a certain contract and agreement entered into on the 24th day of June, 1930, by and between the Johns Equipment Company of the City of Fort Wayne, Indiana, and the City of Fort Wayne, by and through its Board of Public Works on behalf of the Water Works Department of said City, providing for the sale, furnishing, delivering and installing at Vance Avenue and St. Joseph River pump equipment, details and specifications set out in said contract, and which contract is more fully set forthin the preamble hereto, is hereby approved and ratified.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER
(Ayes 16- Nays none)

We Hereby Certify, That the Com on Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 8 day of July, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1545

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 10 day of July, 1930

L. E. PRANGER
City Clerk

Approved this 17 day of July, 1930

M. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1546

An Ordinance approving and ratifying a certain contract and agreement made on the 24th day of June, 1930, by and between the Peerless Pump Company Agency of Chicago, Illinois, and the City of Fort Wayne, by and through its Board of Public Works, on behalf of the Water Works Department of said City.

WHEREAS on the 24th day of June, 1930, the Peerless Pump Company Agency of Chicago, Illinois, and the City of Fort Wayne by and through its Board of Public Works on behalf of the Water Works Department of said City, entered into a certain contract and agreement by the terms of which the said Peerless Pump Company Agency is to furnish, deliver and install pump equipment in South Foster Park in said City, which contract is in the words and figures as follows, to-wit:

This agreement, made this 24th day of June, in the year nineteen hundred and (1930) thirty, by and between the Peerless Pump Company Agency located at No. 9 South Clinton Street, Chicago, Ill., and the Water Works Department, of the City of Fort Wayne, Allen County, Indiana—

WITNESSETH—That the said Peerless Pump Company and the said Water Works Department of said city, through its Board of Public Works, for the considerations

hereinafter named, agree as follows:

That the said Peerless Pump Company is to furnish and deliver completely installed on foundation made and erected by said Department of said city at its well in South Foster Park, the following:

One Moturbo type pump head No. 3 with S. K. F. ball thrust and radial bearings.

One (100 ft.) hundred feet of discharge column consisting of eight (8 in.) inch pipe, two and (2½ in.) one-half inch tubing, one and (1½ in.) one-half inch shaft.

One set eight (8) stage, fourteen (14 in.) type P.E.X.L.C (bronze impellers) pump bowls.

Ten (10 ft.) of six (6 in.) inch suction pipe with Green type strainer.

One hundred and seventeen (117 ft.) feet of one-fourth (1¼ in.) inch air line with air valve and air gauge.

One stainless steel impeller shaft.

One patented by-pass seal in upper bowl casting. (See Page eleven of catalogue furnished with bid).

One solenoid operated magnetic lubricator, one and (1 1-3) one-third gallon capacity.

One thirty (35 HP) five horse power, two hundred and (220) volt three (3) phase, sixty (60) cycle, eleven hundred and (1170) RPM-U. S. Electric Mfg. Co., squirrel cage motor.

One starter as per schedule attached to bid.

The guaranteed service requirements on the above equipment shall be not less than four hundred (400) gallons per minute; two hundred and thirty (230 ft.) feet lift, including discharge, suction and friction; efficiency (68) sixty-eight with horse power of thirty-four and (34 3-10) three tenths.

The Peerless Pump Company guarantees to protect said city of Fort Wayne, and save it harmless from all royalties, penalties, damage, cost and expense on account of, or growing out of any infringement of any kind or character, and agrees to defend in its name, or in the name of said city, any and all actions and suits that may be instituted for recovery of such penalty, royalty, damage, cost or expense, at its expense and to pay any judgment that may be rendered for or on account of such royalties, penalties, damages and cost and expenses in connection therewith.

The said Peerless Pump Company further agrees to furnish a bond, with a reliable surety company, as surety thereon, payable to said city of Fort Wayne, Indiana, in the sum of two thousand (\$2,000.00) dollars, for the faithful performance of each and every covenant and provision to be by it performed in accordance with the terms and conditions of this agreement.

That after said equipment is installed and a running test made that meets with the specified requirements, then the said Water Works Department of the said city will pay the said Peerless Pump Company the sum of twenty-four hundred (\$2,400.00) dollars, less two (2%) per cent discount if paid within ten days from date of installation.

Said equipment is to be in accordance with specification with bid dated June 16th, 1930, and is to form and be a part of this

agreement the same as if attached here or written herein.

Said equipment is to be delivered and installed on well owned by said Department of said city in South Foster Park Addition to said city.

Witness our hands and seals the day first written above:

CITY OF FORT WAYNE,
JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY,
Board of Public Works.
PEERLESS PUMP COMPANY,
By W. A. McELLINEY,
E. J. TRIER.
FORT WAYNE WATER WORKS,
JAS. A. SHIELDS, Secretary.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a certain contract and agreement entered into on the 24th day of June, 1930, by and between the Peerless Pump Company Agency of Chicago, Illinois, and the City of Fort Wayne, by and through its Board of Public Works on behalf of the Water Works Department of said City, providing for the sale, furnishing, delivering and installing in South Foster Park pump equipment, details and specifications more fully set out in the contract which is more fully set forth in the preamble hereto, is hereby approved and ratified.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER
(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8 day of July, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1546

M. L. BURNS

President

L. E. PRANGER

City Clerk

Presented to the Mayor for approval on the 10 day of July, 1930

L. E. PRANGER

City Clerk

Approved this 17 day of July, 1930

W. J. HOSEY

Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1547

An Ordinance to disannex from and throw out of the corporate limits of the City of Fort Wayne, Indiana, the following described territory, to wit:

Commencing at the center of the intersection of Lillie street and Rudisill boulevard; thence east in and along the center of Rudisill boulevard to a point three hundred thirty-eight feet east of the east property line of Anthony boulevard; thence south on a line that is three hundred thirty-eight feet east of and parallel to the east property line of Anthony boulevard to the center of McKinnie avenue; then west in and along the center of McKinnie avenue to the center line of Lillie street; thence north in and along the center of Lillie street to the center of Rudisill boulevard, the place of beginning.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the following described territory of the City of Fort Wayne is hereby disannexed from and thrown out of said City, and shall no longer constitute a part thereof:

Commencing at the center of the intersection of Lillie street and Rudisill boulevard; thence east in and along the center of Rudisill boulevard to a point three hundred thirty-eight feet east of the east property line of Anthony boulevard; thence south on a line that is three hundred thirty-eight feet east of and parallel to the east property line of Anthony boulevard to the center of McKinnie avenue; thence west in and along the center of McKinnie avenue to the center line of Lillie street; thence north in and along the center of Lillie street to the center of Rudisill boulevard, the place of beginning.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHAS. LENZ
(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8 day of July, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1547

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 10 day of July, 1930

L. E. PRANGER
City Clerk

Approved this 17 day of July, 1930

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1548

An Ordinance prohibiting endurance dances, providing a penalty for the violation thereof, and providing a time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that it shall be unlawful for any person, persons, associations, firm or corporation to manage, conduct or operate any endurance dance within the corporate limits of the City of Fort Wayne, Indiana; or for any person, persons, association, firm or corporation to knowingly lease or rent any room, hall, auditorium, or theater to any other person, persons, association, firm or corporation, to be used for the purpose of conducting an endurance dance in such room, hall, auditorium or theater; or for any person, persons, association, firm or corporation owning or having control of any room, hall, auditorium or theater, to knowingly permit such room, hall, auditorium or theater to be used for the purpose of conducting an endurance dance therein.

Section 2. That for the purpose of this Ordinance any dance participated in by two or more persons, which dance shall continue more than twelve hours, is hereby declared to be an endurance dance, regardless of whether or not there be regular rest periods for the participants during the continuance of such dance.

Section 3. Any person, persons, association, firm or corporation violating any of the provisions of this ordinance shall, upon conviction, be fined in any sum not less than twenty-five (\$25.00) nor more than two hundred (\$200.00) dollars, to which may be added imprisonment not exceeding one hundred and eighty (180) days.

Section 4. That this Ordinance shall be in full force and effect from and after its approval by the Mayor.

LOUIS J. VOORS

(Ayes 15-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12 day of August, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1548

M. L. BURNS

President.

LEONARD E. PRANGER

City Clerk

Presented to the Mayor for approval on the 15 day of August, 1930

LEONARD E. PRANGER

City Clerk

Approved this 20 day of August, 1930

WM. J. HOSEY

Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1549

An Ordinance fixing the Tax Levy for the City purposes for the year 1931

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of seventy-one cents (.71) upon each One Hundred Dollars of the assessed valuation of all property within the corporate limits of said City be, and the same is hereby made for the year 1931, the same to be divided as follows:

General Fund	\$.532
Sinking Fund	.05
Police Pension Fund	.01
Firemen's Pension Fund	.01
Track Elevation	.0025
River Improvement	.0135
City Plan Commission	.003
Art School	.0025
Aviation Commission	.0115
Park General	.06
Park Playgrounds	.01
Park Tree Preservation	<u>.005</u>
TOTAL	.71

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of Two Dollars (\$2.00) during the said year of 1931.

Section 3. That all taxes shall be collected in Semi-annual installments.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOE

(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26 day of August, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as. GENERAL ORDINANCE No. 1549

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 4 day of Sept., 1930

LEONARD E. PRANGER
City Clerk

Approved this 9 day of September, 1930

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1550

An Ordinance ratifying and approving a certain contract made by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the first part and Wabash Railway Company, party of the second part, granting its consent, permission and authority to construct, maintain and operate a single track railroad across Winter Street in said City of Fort Wayne, Indiana.

WHEREAS on the 7th day of August, 1930, the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and Wabash railway Company, party of the second part, entered into a certain agreement by which the City of Fort Wayne granted its consent, permission and authority to the Wabash Railway Company to construct, maintain and operate a single tract railroad across Winter Street on the South side of the right-of-way of said second party, which contract is in the words and figures as follows, to-wit:

THIS AGREEMENT made and entered into this 7th day of August, 1930, by and between the CITY OF FORT WAYNE, INDIANA, by and through its Board of Public Works, party of the first part, and WABASH RAILWAY COMPANY, party of the second part, WITNESSETH That

WHEREAS, The General Electric Company, owning and operating a manufacturing plant along the south side of the right of way of the Wabash Railway Company is in need of a side track from the railway of the party of the second part in order to facilitate shipping to and from said plant, and

WHEREAS, in order to connect said side-track to said railway it is necessary to extend the same across Winter Street; and

WHEREAS the party of the second part is willing to construct said sidetrack for the benefit of the said General Electric Company.

NOW THEREFORE, in consideration of the covenants and agreement to be performed and complied with by the party of the second part as hereinafter provided, consent, permission and authority are hereby granted and given by the party of the first part to the party of the second part to construct, maintain and operate or cause to be operated an additional single track railroad across said Winter Street on the South side of the right of way of said second party on and across Winter Street and angling southeasterly from its junction approximately 35 feet west of the center line of Winter Street with the south track of the second party now crossing said Winter Street, to be constructed and located in accordance with blueprint dated July 9, 1930, hereto attached and made a part hereof, and on which blueprint the line and route of said track across said Winter Street is marked and indicated by the red line.

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions:

1. The party of the second part, if it desires to avail itself of the benefits of the consent, permission and authority granted, shall cause the complete construction of said track within one year from the date hereof, and in the event that it so avails itself of such grant, permission and authority, then it shall cause the complete construction of said track across said Winter Street within sixty days from the time it commences work thereon and within the period of one year as above stated.

2. Said track shall be so constructed and maintained as to at all times conform

as nearly as practicable with the established grade of said Winter Street as such grade shall from time to time exist, and in such a manner as to not unnecessarily interfere with the proper use thereof for all purposes by the public; that said track and rails thereof shall conform as nearly as practicable with the grade of said street as now established or to be hereafter established by said City.

3. The said party of the second part shall keep said crossing in good condition and repair.

4. That said party of the second part shall not load or unload any cars while standing upon said street crossing.

5. The party of the second part further agrees to bind itself to keep and hold said City free and harmless from any and all damages that may accrue to any person or persons or property on account of any injury to their person or property, arising out of the construction, maintenance or operation of said track or the operation of any cars thereon by any person or corporation, and in case suit shall be filed against said City on account thereof, said party of the second part upon notice of said City shall defend said action at its own expense, and in the event that judgment is rendered in said action against City, the said second party shall pay such judgment with all costs and hold the City harmless therefrom.

6. It is further agreed that if said second party fails to comply with and perform any of the provisions of this contract, the consent, permission and authority herein granted shall at once terminate and said second party shall forfeit all right hereunder and shall cause the removal, at its expense, of the track that may be laid hereunder and place said street in as good and safe condition for travel and of the same material as the remainder thereof are.

7. This agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have unto affixed their hands and seals the day and the year first above written.

THE CITY OF FORT, WAYNE, INDIANA

By JOHN C. TRIER

DAVID ERWIN

C. A. RAMSEY

Its Board of Public Works.

WABASH RAILWAY COMPANY

By J. E. TAUSSIG

President.

Dated July 25, 1930.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana that the contract made on the 7th day of August by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and Wabash Railway Company, party of the second part, by which the City of Fort Wayne granted its consent, permission and authority to the Wabash Railway Company to construct, maintain and operate a single track railroad across Winter Street on the south side of the right-of-way of said second party, and which contract, agreement, grant, consent and permission is more fully described in the preamble herein, be and is hereby ratified and confirmed.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26 day of August, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1550

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 4 day of Sept., 1930

LEONARD E. PRANGER
City Clerk

Approved this 9 day of September, 1930

WM. J. HOSEY
Mayor

THIS ORDILANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1551

An Ordinance approving and ratifying a contract by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works on behalf of the City Light and Power Works, and the Link-Belt Company, by and through W. C. Carter, Vice-President, of Chicago, Illinois, for the delivery and erection of two travelling water screens and accessories at the City Light and Power Works.

WHEREAS, on the 30th day of August, 1930, the City of Fort Wayne, Ind. by and through its Board of Public Works on behalf of the City Light and Power Works, and the Link-Belt Company, by and through W. C. Carter, Vice-President, of Chicago, Illinois, entered into a contract for the delivery and erection of two travelling water screens and accessories at the City Light Plant, which contract is in the words and figures as follows, to wit:-

CONTRACT
This agreement made and entered into this 30th day of August, 1930, by and between The Link-Belt Company, of the City of Chicago, County of Cook, State of Illinois, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.
WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials, apparatus, tools and labor necessary for the construction, delivery and erection complete of two (2) traveling water screens and accessories at the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus is to be in accordance with Division No. 1 of the specifications and proposal on file with the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to-wit:-
Five Thousand Six Hundred and Ninety Dollars and No Cents (\$5,690.00).
Payments are to be made as follows:
A written estimate of the value of material delivered, or construction completed during the previous month, shall be made by the party of the first part and submitted to the Board of Public Works on or about the first of each month, and eighty-five (85) per cent of such estimate shall become due the party of the first part upon the approval of the Engineers and payable, as approved, on or about the fifteenth day of the month. The remainder of the contract price shall be paid to the party of the first part at the expiration of thirty days after work is completed and accepted by the Board of Public Works.
This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.
IN TESTIMONY WHEREOF, we, the foregoing named parties hereunto set our hands seal on the day and year aforesaid.
CITY OF FORT WAYNE, INDIANA
By WM. J. HOSEY, Mayor.
LINK-BELT COMPANY:
W. C. CARTER, Vice-Pres.
Contractor, party of the first part.
Approved:
RICARDIO YUNKER, Secretary.
JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY,
Board of Public Works.
Attest: SCOTT S. SNYDER, Secretary.
Approved as to Form and Legality.
WILLIAM FREUCHTENICHT,
City Attorney.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract entered into on the 30th day of August, 1930, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works on behalf of the City Light and Power Works, and the Link-Belt Company, by and through W. C. Carter, Vice-President, of Chicago, Illinois, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES H. YOUNG

(Ayes 14-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 23 day of September, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1551

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 26 day of September, 1930
LEONARD E. PRANGER

Approved this 27th day of September, 1930

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1552

An Ordinance approving and ratifying a contract between the City of Fort Wayne, Indiana, by and through its Board of Public Works on behalf of the City Light and Power Works, and Henry Wehrenberg and Sons, by and through Henry Wehrenberg, Jr. for the construction of a screen house over the present intake well at the City Light and Power Plant.

WHEREAS, on the 26th day of August, 1930, the City of Fort Wayne, Ind. by and through its Board of Public Works, on behalf of the City Light and Power Works, entered into a contract with Henry Wehrenberg and Sons, by and through Henry Wehrenberg, Jr. for the construction of a screen house over the present intake well at the City Light and Power Plant, which contract is in the following words and figures, to wit:-

CONTRACT

This agreement made and entered into this 26th day of August, 1930, by and between Henry Wehrenberg and Sons, of the County of Allen, State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish any pay for all work, materials, apparatus, tools and labor necessary for the construction of a screen house over the present intake well at the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus is to be in accordance with Division No. 2 of the specifications and proposal on file with the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows, to-wit:

Two Thousand and Fifty-Nine Dollars and No Cents (\$2,059.00).

Payments are to be made as follows:

A written estimate of the value of material delivered, or construction completed during the previous month, shall be made by the party of the first part and submitted to the Board of Public Works on or about the first of each month, and eighty-five (85) per cent of such estimate shall become due the party of the first part upon the approval of the Engineers and payable, as approved, on or about the fifteenth day of the month. The remainder of the contract price shall be paid to the party of the first part at the expiration of thirty days after work is completed and accepted by the Board of Public Works.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN TESTIMONY WHEREOF we, the foregoing named parties, hereunto set our hands and seal on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA.
By WM. J. HOSEY, Mayor.
HENRY WEHRENBURG & SONS.
By HENRY WEHRENBURG, JR.,
Contractor, party of the first part.
JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY,
Board of Public Works.
Attest: SCOTT S. SNYDER, Secretary
Approved as to Form and Legality:
WM. FRUECHTENICHT,
City Attorney.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract entered into on the 26th day of August, 1930, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works on behalf of the City Light and Power Plant and Henry Wehrenberg and Sons by and through Henry Wehrenberg, Jr. for the construction of a screen house over the present intake well at the City Light and Power Plant, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES H. YOUNG

(Ayes 14-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 23 day of September, 1930, by a majority vote of all members

elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1552

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 26th day of Sept., 1930

LEONARD E. PRANGER
City Clerk

Approved this 27th day of September, 1930

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1553

An Ordinance ordering the improvement of the east side of Beaver Ave. from Nutman Avenue to Oakdale Drive.

WHEREAS on the 14th day of August, 1930, the Board of Public Works of the City of Fort Wayne, Indiana, duly adopted a resolution deeming it necessary to improve the east side of Beaver Avenue from Nutman Avenue to Oakdale Drive, as fully set out in said resolution so adopted by the Board of Public Works of said City of Fort Wayne, Indiana as above referred to; and

WHEREAS, on the 4th day of September, 1930, a majority of resident freeholders from that portion of the east side of Beaver Avenue from Nutman Avenue to Oakdale Drive, filed with said Board of Public Works a remonstrance signed by them against the making of such improvement, therefore be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That a necessity exists therefor and the east side of Beaver Avenue from Nutman Avenue to Oakdale Drive, be and the same is hereby ordered improved in accordance with the resolution above referred to, adopted by the Board of Public Works on the 14th day of August, 1930, and in accordance with the provisions of an act entitled "An Act Concerning Municipal Corporations" passed at the General Assembly at the 64th session thereof.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

E. H. FISHER

(Ayes 14-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 23 day of September, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1553

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 26 day of September, 1930

LEONARD E. PRANGER
City Clerk

Approved this 27th day of September, 1930.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1554

An Ordinance appropriating the sum of Sixth-Eight and 80/100 Dollars (\$68.80) to pay the claim of E. D. Behner against the City of Fort Wayne, for damages done to his car in driving over a manhole which extended at least ten (10) inches above the grading of the street.

WHEREAS E. D. Behner has made a claim against the City of Fort Wayne, which claim is made resulting to an accident to his car on July 17, 1930, on which date his said automobile was damaged in the sum of \$68.80 by reason of his driving over a manhole extending at least ten (10) inches above the grade of the street on Raymond Street near the corner at Edsal Avenue. That he drove said automobile into said manhole on the evening of July 17, 1930, and

WHEREAS by reason of such accident the transmission of said automobile was broken and bent, and other damages were done to his said automobile, and

WHEREAS said E. D. Behner has made claim against the City of Fort Wayne, Indiana, in the sum of \$68.80 for money expended in purchasing new parts, including a new transmission, NOW THEREFORE.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that said claim of \$68.80 be allowed out of Item 33A of the Budget, and that the same be paid to said E. D. Behner.

Section 2. That this Ordinance shall be in full force and take effect from and after its passage and approval by the Mayor.

FRANK A. WYSS

(Ayes 14-Nays none)

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 23 day of September, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1554

M. L. BURNS

President

LEONARD E. PRANGER

City Clerk

Presented to the Mayor for approval on the 26 day of September, 1930

LEONARD E. PRANGER

City Clerk

Approved this 27th day of September, 1930

WM. J. HOSEY

Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1555

An Ordinance regulating traffic upon the Public Streets of the City of Fort Wayne, Indiana, and repealing all Ordinances in conflict therewith.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, as follows:

ARTICLE I.

DEFINITIONS.

Section 1.

Wherever in this Ordinance the following terms are used, they shall have the meanings respectively ascribed to them in this section.

STREETS or HIGHWAY. Every way set apart for public travel, except foot paths.

PRIVATE ROAD or DRIVEWAY. Every road or driveway not open to the use of the public for purposes of vehicular travel.

ROADWAY. That portion of a street or highway between the regular established curb lines or that part improved and intended to be used for vehicular travel.

SIDEWALK. That portion of a street between the curb lines and the adjacent property lines.

INTERSECTION. The area embraced within the prolongation or connection of the lateral curb lines or, if none, then of the lateral boundary lines of two or more streets or highways which join one another at an angle, whether or not one such street or highway crosses the other.

CROSSWALK. That portion of a roadway ordinarily included within the prolongation or connection of curb and property lines at intersections, or any other portion of a roadway clearly indicated for pedestrian crossing by lines or other markings on the surface.

SAFETY ZONE. The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

VEHICLE. Every device in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

MOTOR VEHICLE. Every vehicle, as herein defined, which is self propelled.

STREET CAR. Every device traveling exclusively upon rails when upon or crossing a street, other than cars or trains propelled or moved by steam.

AUTHORIZED EMERGENCY VEHICLE. Vehicles of the Fire Department (Fire Patrol) police vehicles and such ambulances and emergency vehicles of municipal departments or public service corporations as are designated or authorized by the Chief of Police.

PEDESTRIAN. Any person afoot.

OPERATOR. Any person who is in actual control of a vehicle.

TRAFFIC. Pedestrians, ridden or herded animals, vehicles, street cars and other conveyances either singly or together while using any street for purposes of travel.

RIGHT OF WAY. The privilege of the immediate use of the street or highway.

PARKING. The standing of a vehicle, whether occupied or not, upon a roadway, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading, or in obedience to traffic regulations or traffic signs or signals.

OFFICIAL TRAFFIC SIGNS. All signs, markings and devices, other than signals, not inconsistent with this Ordinance, placed or erected by authority of a public body or official having jurisdiction, for the purpose of guiding, directing, warning or regulating traffic.

OFFICIAL TRAFFIC SIGNALS. All signals, not inconsistent with this ordinance, placed or erected by authority of a public body or official having jurisdiction, for the purpose of directing, warning or regulating traffic.

TRAFFIC CONTROL SIGNAL. Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and proceed.

POLICE OFFICER. Every officer of the Municipal Police Department or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

CONGESTED DISTRICT. The term congested district within the meaning of this Ordinance shall constitute all that part of the City of Fort Wayne included within the North Line of Superior Street on the North, the East line of Lafayette Street on the East, the South Line of Holman Street and Brackenridge Street on the South and the West line of Ewing Street on the West.

ARTICLE II

AUTHORITY OF POLICE

Section 2. POLICE TO DIRECT TRAFFIC.

It shall be the duty of the Police Department of this City to enforce the provisions of this Ordinance. Officers of the Police Department are hereby authorized to direct either in person or by means of visible or audible signal in conformance with the provisions of this Ordinance, provided that in the event of a fire or other emergency or to expedite traffic or safeguard pedestrians, officers of the Police or Fire Department may direct traffic, as conditions may require, notwithstanding the provisions of this Ordinance.

Section 3. BOARD OF PUBLIC SAFETY.

The Board of Public Safety is hereby empowered to make and enforce regulations necessary to make effective the provisions of this Ordinance and to make and enforce temporary regulations to cover emergencies or special conditions.

Section 4. OBEDIENCE TO POLICE

It shall be unlawful for any person to refuse or fail to comply with any lawful order, signal or direction of a police officer.

Section 5. PUBLIC EMPLOYEES TO OBEY TRAFFIC REGULATIONS.

The provisions of this Ordinance shall apply to the operator of any vehicle owned by or used in the service of the U. S. Government, this State, County or City and it shall be unlawful for any operator to violate any of the provisions

of this Ordinance, except as otherwise permitted in this Ordinance.

Section 6. EXEMPTIONS TO AUTHORIZED VEHICLES.

The provisions of this Ordinance regulating the movement, parking and standing of vehicles shall not apply to authorized emergency vehicles as defined in this Ordinance while the driver of such vehicle is operating the same in an emergency in the necessary performance of public duties. This exemption shall not, however, protect the driver of any such vehicle from the consequences of a reckless disregard of the safety of others.

Section 7. PERSONS PROPELLING PUSH CARTS OR RIDING BICYCLES OR ANIMALS TO OBEY TRAFFIC REGULATIONS

Every person propelling any push cart or riding a bicycle or an animal upon a roadway, and every person driving any animal, shall be subject to the provisions of this Ordinance applicable to the operator of any vehicle, except those provisions of this Ordinance with reference to the equipment of vehicles and except those provisions which by their very nature can have no application.

ARTICLE III

TRAFFIC SIGNS AND SIGNALS

Section 8. TRAFFIC SIGNS AND SIGNALS

(a) The Common Council shall by ordinance determine and designate the character or type of all official traffic signs and signals.

Subject to this selection, the Board of Public Safety is hereby authorized, and as to those signs and signals required hereunder, it shall be its duty, to place and maintain or cause to be placed and maintained all official traffic signs and signals. All signs and signals required hereunder for a particular purpose shall so far as practicable be uniform as to type and location throughout the City.

(b) No provision of this Ordinance for which signs are required shall be enforced against an alleged violator if, at the time and place of the alleged violation, the sign herein required is not in proper position and sufficiently legible to be seen by an ordinarily observant person. Whenever a particular section does not state that signs are required, such section shall be effective without signs being erected to give notice thereof.

Section 9. OBEDIENCE TO TRAFFIC SIGNS AND SIGNALS.

It shall be unlawful for any operator or for the motorman of any street car to disobey the instructions of any official traffic sign or signal placed in accordance with the provisions of this Ordinance, unless otherwise directed by a police officer.

Section 10. TRAFFIC CONTROL SIGNAL LEGEND.

(a) Whenever traffic at an intersection is controlled by traffic control signals exhibiting colored lights or the Words "Go" "Caution" and "Stop" said lights and terms shall indicate as follows, except as provided in Section 16:

Green or "Go"--Traffic facing the signal may proceed, except that vehicular traffic shall yield the right of way to pedestrians and vehicles lawfully within a crosswalk or the intersection at the time such signal was exhibited.

Yellow or "Caution,"--When shown alone following the green or "Go"--Traffic facing the signal shall stop before entering the nearest crosswalk at the intersection unless so close to the intersection that a stop cannot be made in safety.

Red or "Stop"--Traffic facing the signal shall stop before entering the nearest crosswalk at the intersection or at such other point as may be designated by the Board of Public Safety, and remain standing until green or "Go" is shown alone.

(b) The operator of a vehicle or street car intending to turn to the left at an intersection where traffic is controlled by traffic control signals or by a police officer shall proceed to make such left turn with proper care to avoid accident and only upon the "Go" signal, unless otherwise directed by a police officer.

Section 11. DISPLAY OF UNAUTHORIZED SIGNS AND SIGNALS PROHIBITED

It shall be unlawful for any person to place or maintain or to display upon or in view of any street any unofficial sign, signal or device, or marking which purports to be or is an imitation of or resembles an official traffic sign or signal, or marking or which attempts to direct the movement of traffic or which hides from view or interferes with the effectiveness of any official sign or signal or marking. Every such prohibited sign, signal, device, or marking is hereby declared to be a public nuisance, and the Chief of Police is hereby empowered to remove the same, or cause it to be removed, without notice.

Section 12 INTERFERENCE WITH SIGNS AND SIGNALS PROHIBITED.

It shall be unlawful for any person to wilfully deface, injure, move obstruct or interfere with any official traffic sign or signal.

Section 13. BOARD OF PUBLIC SAFETY AUTHORIZED TO DESIGNATE CROSSWALKS.

The Board of Public Safety is hereby authorized to establish and to designate and shall thereafter maintain, or cause to be maintained, by appropriate devices, marks or lines upon the surface of the roadway, crosswalks at intersections where in its opinion there is particular danger to pedestrians crossing the roadway and at such places as it may deem necessary.

Section 14. BOARD OF PUBLIC SAFETY AUTHORIZED TO DESIGNATE SAFETY ZONES AND LANES FOR TRAFFIC

(a) The Board of Public Safety is hereby authorized to establish safety zones of such kind and character and at such places as it may deem necessary for the protection of pedestrians.

(b) The Board of Public Safety is also authorized to mark lanes for traffic on street pavements at such places as it may deem advisable, consistent with the provisions of this Ordinance.

ARTICLE IV

PEDESTRIAN'S RIGHTS AND DUTIES

(a) The operator of any vehicle shall yield the right of way to a pedestrian crossing the roadway within any marked crosswalk or within any unmarked crosswalk at the end of a block, except at intersections where the movement of traffic is being regulated by police officers or traffic control signals, or at any

point where a pedestrian tunnel or overhead crossing has been provided.

(b) Whenever any vehicle has stopped at a marked crosswalk or at any intersection to permit a pedestrian to cross the roadway, it shall be unlawful for the operator of any other vehicle approaching from the rear to overtake and pass such stopped vehicle.

(c) Every pedestrian crossing a roadway at any point other than within a marked or unmarked crosswalk shall yield the right of way to vehicles upon the roadway, provided that this provision shall not relieve the driver of a vehicle from the duty to exercise due care for the safety of pedestrians.

Section 16. PEDESTRIANS' RIGHTS AND DUTIES AT CONTROLLED INTERSECTIONS.

At intersections where traffic is controlled by traffic control signals or by police officers, operators or vehicles shall yield the right of way to pedestrians crossing or those who have started to cross the roadway on a green or "Go" Signal, and in all other cases pedestrians shall yield the right of way to vehicles lawfully proceeding directly ahead on a green or "Go" signal.

Section 17. PEDESTRIANS TO USE RIGHT HALF OF CROSSWALKS.

Pedestrians ~~to~~ shall move, whenever practicable, upon the right half of crosswalks.

Section 18. PEDESTRIANS SOLICITING RIDES.

It shall be unlawful for any person to stand in a roadway for the purpose of soliciting a ride from the operator of any private vehicle.

ARTICLE V

STREET CARS AND RAILROAD TRAINS

Section 19. PASSING STREET CARS.

(a) The operator of a vehicle shall not overtake and pass upon the left of any street car proceeding in the same direction, whether actually in motion or temporarily at rest. This provision shall not apply on one-way streets.

Section 20. DRIVING ON STREET CAR TRACKS.

(a) It shall be unlawful for the operator of any vehicle proceeding upon any street car tracks in front of a street car upon a public street to fail to remove such vehicle from the track as soon as practicable after signal from the operator of such street car.

(b) When a street car has started to cross an intersection, no operator shall drive upon or across the car tracks within the intersection in front of a street car.

Section 21. DRIVING THROUGH SAFETY ZONE PROHIBITED.

It shall be unlawful for the operator of a vehicle at any time to drive the same over or through a safety zone as defined in this Ordinance.

Section 22. BOARDING OR ALIGHTING FROM STREET CARS.

It shall be unlawful for any person to board or alight from any street car or vehicle while such street car or vehicle is in motion.

Section 23. UNLAWFUL RIDING.

It shall be unlawful for any person to ride on any street car or vehicle upon any portion thereof not designed or intended for the use of passengers when the vehicle is in motion. This provision shall not apply to an employee engaged in the necessary discharge of a duty, or within truck bodies in space intended for merchandise.

Section 24. RAILWAY TRAINS AND STREET CARS NOT TO BLOCK STREETS.

It shall be unlawful for the directing officer or the operator of any steam or street railway train or car to direct the operation of or to operate the same in such a manner as to prevent the use of any street for purposes of travel for a period of time longer than five minutes, except that this provision shall not apply to trains or cars in motion other than those engaged in switching. It shall be unlawful for any street railway train or car to stop within an intersection or on a crosswalk for the purpose of receiving or discharging passengers.

ARTICLE VI

STOPPING, STANDING, AND PARKING

Section 25. STOPPING PROHIBITED IN SPECIFIED PLACES.

It shall be unlawful for the operator of a vehicle to stop, stand or park such vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal:

- (1) Within an intersection.
- (2) On a Crosswalk.
- (3) Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the Board of Public Safety shall indicate a different length by signs or markings.
- (4) Within twenty-five (25) feet from the intersection of curb lines, or, if none, then within fifteen (15) feet of the intersection of property lines at an intersection, except at alleys.
- (5) Within thirty (30) feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of the roadway.
- (6) Within fifteen (15) feet of the driveway entrance to any fire station.
- (7) Within fifteen (15) feet of a fire hydrant.
- (8) In front of a private driveway.
- (9) On a sidewalk.
- (10) Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.
- (11) On the roadway side of any vehicle stopped or parked at the right hand edge or curb of a street.

(12) At any place where official traffic signs have been erected prohibiting standing or parking.

(13) Within fifty feet of the nearest rail of a steam or interurban railway crossing.

Section 26. STANDING FOR LOADING OR UNLOADING ONLY IN CERTAIN PLACES.

(a) The Board of Public Safety shall have the authority to determine the location of passenger zones and loading zones and shall erect and maintain or cause to be maintained appropriate signs indicating the same.

(b) It shall be unlawful for the operator of a vehicle to stop, stand or park said vehicle for a period of time longer than is necessary for the expeditions loading or unloading of passengers or for the unloading and delivery or pick up and loading of materials, in any place marked as a loading zone. In no case shall the stop for loading and for unloading of materials exceed thirty (30) minutes.

(c) The Board of Public Safety shall provide by proper marking and shall designate parking spaces in the congested district, and every vehicle shall be parked within the designated space.

Section 30. PARKING PROHIBITED IN CERTAIN PLACES.

(a) It shall be unlawful for any operator to stop, stand or park any vehicle upon a street in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for free movement of vehicular traffic except that an operator may stop temporarily during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals or a police officer.

(b) It shall be unlawful for any operator to park a vehicle within an alley in the city of Fort Wayne, Indiana.

Section 31. PARKING LIMITED IN DESIGNATED PLACES.

It shall be unlawful for any driver or owner of any vehicle to stop or park or allow or permit said vehicle to be stopped or parked in the following designated places:

(a) On the north side of Lewis Street from the east line of Webster Street to the west line of Calhoun Street;

(b) On the east side of Calhoun Street from Main Street to Berry Street;

(c) On the south side of Main Street from the east line of Harmony Court to the west line of Calhoun Street;

(d) From the east line of Court Street on the north side of Main Street to the east line of Calhoun Street;

(e) On the west side of Calhoun Street from the north side of Main Street north to the first intersecting alley.

(f) And, except for loading and unloading, on Dock Street;

(g) On Maiden Lane from the south line of Pearl Street to the north line of Berry Street, and Harmony Court;

(h) On the west side of Webster Street from the south line of Berry St. to the north line of Baker Street;

(i) On the south side of Brackenridge Street from the west line of Fairfield Avenue to the east line of Broadway;

(j) On the north side of Woodland Avenue from the east line of Harrison Street to the west line of Clinton Street;

(k) On the east side of Sherman Street from the north line of Pape Ave. to the south line of Goshen Road.

(m) On the east side of Clay Street from the south line of Wayne St. to the north line of Jefferson Street.

(n) On the west side of St. Joseph Boulevard from Columbia Street Bridge to McDougal Street;

(o) On the west side of Fairfield Avenue from the south line of Brackenridge Street to the north line of Lavina Street;

(p) On the North side of Drexel Avenue from the east side of Hanna St. to the East side of Weisser Park.

(q) On the east side of St. Joseph Boulevard from the east line of Old Fort Street to extending along the curb east 150 feet.

Section 32 . PARKING LIMITED DURING CERTAIN HOURS IN DESIGNATED PLACES.

It shall be unlawful for the operator of any vehicle to park such vehicle between the hours of 7 A. M. and 6 P. M. on any day excepting Sundays and Public Holidays longer than thirty (30) minutes in any one hour in the following places:

(a) On Calhoun Street from the south line of Superior Street to the north line of Pontiac Street;

(b) On Main Street from the west line of Lafayette Street to the east line of Webster Street longer than one hour in any two hours in the following places:

(a) On Webster Street from the south line of Pearl Street to the north line of Jefferson Street;

(b) On Harrison Street from the south line of Columbia Ave. to the north line of Lewis Street;

(c) On Clinton Street from the south line of Columbia Street to the north line of Washington Street;

(d) On Columbia Street from the east line of Harrison Street to the west line of Barr Street;

(e) On Berry Street from the east line of Webster Street to the west line of Barr Street;

(f) On Wayne Street from the east line of Webster Street to the west line of Barr Street;

(g) On Washington Street from the east line of Webster Street to the west line of Barr Street;

(h) On Jefferson Street from the east line of Harrison Street to the west line of Clinton Street;

(i) On Pearl Street from the west line of Harrison Street to the west line of Webster Street.

(j) On the West side of Barr Street from the south line of Columbia St. to the north line of Washington Street;

~~(k) On B ro~~

^x(k) On Broadway from the south line of Wayne Street to the north line of Michigan Avenue;

(l) On the west side of Court Street/

(m) On the south side of Lewis Street from the East line of Harrison St. to the west line of Calhoun Street.

(n) On the east side of Court Street longer than ten (10) minutes between the hours of 7:00 o'clock A. M. and 6:00 o'clock P. M. in any one hour except on Sundays and Holidays;

(o) On the east side of Barr Street from the City Hall to Washington St. during market hours.

Section 33. ALL NIGHT PARKING PROHIBITED.

It shall be unlawful for the operator of any vehicle to park said vehicle on any street for a period of time longer than thirty (30) minutes between the hours of (2) A. M. and 6 A. M. of any day.

Section 34. STANDING OR PARKING CLOSE TO CURB.

(a) Except when necessary in obedience to traffic regulations or traffic signs or signals, the operator of a vehicle shall not stop, stand or park such vehicle in a roadway other than parallel with the edge of the roadway, headed in the direction of traffic, and with the curb-side wheels of the vehicle within 12 inches of the edge of the roadway, except as provided in the following paragraphs:

(1) Upon those streets which have been marked or signed for angle parking, vehicles shall be parked at the angle to the curb indicated by such marks or signs.

(2) In places where, at hours when, stopping for the loading or unloading of merchandise or materials is permitted, vehicles used for the transportation of merchandise or materials may back into the curb to take on or discharge loads, when the owner of such vehicle holds a permit granting him such special privilege, and provided further that such permit shall be either in the possession of the operator or on the vehicle at the time such vehicle is backed against the curb to take on or discharge a load, and it shall be unlawful for any owner or operator to violate any of the special terms or conditions of any such special permit.

(b) The Board of Public Safety shall determine upon what streets angle parking shall be permitted and shall mark or sign such streets or cause the same to be marked or signed.

(c) The Board of Public Safety is hereby authorized to issue, to any owner of a vehicle used to transport merchandise or materials, a special permit, renewable annually, and to state ~~hex~~ therein the terms and conditions thereof, allowing the operator of such vehicle the privilege of loading and unloading while the vehicle is backed against the curb, if in the opinion of the Board of Public Safety such privilege is reasonably necessary in the conduct of the owner's business and will not seriously interfere with traffic.

Section 35. PARKING VEHICLE FOR SALE PROHIBITED.

It shall be unlawful for any person to park upon a street any vehicle displayed for sale.

Section 36. USING VEHICLE FOR PRIMARY PURPOSE OF DISPLAYING ADVERTISING PROHIBITED.

It shall be unlawful for any person to operate or to park on any street any vehicle for the primary purpose of displaying advertising.

Section 37. STOP BEFORE ENTERING PREFERENTIAL STREETS.

The following streets and parts of streets are hereby declared to constitute preferential streets for the purpose of this section:

- (a) Anthony Boulevard;
- (b) Wayne Street;
- (c) Washington Street from the east line of Harmer Street West;
- (d) Rudisill Boulevard;
- (e) Lafayette Street from the south line of Columbia Street;
- (f) Broadway from the south line of Main Street;
- (g) Fairfield Avenue from the south line of Main Street;
- (h) Lake Avenue from the east line of St. Joe Blvd;
- (i) Hanna Street from the north line of Lewis Street South;
- (j) Sherman Street;
- (k) Van Buren Street from the north line of Wayne Street to the north line of Pape Avenue;
- (l) Harrison Street from the south line of Putnam Street to the north line of Rudisill Boulevard, and Harrison Street from the south line of Rudisill Boulevard to the city limits;
- (m) State Street;
- (n) Pontiac Street from the east line of Fairfield Ave. to the east City limits;
- (o) Maumee Avenue from the west line of Harmer St. east to the City Limits;
- (p) Fletcher Avenue from the south line of Maumee Ave. to the west line of Wayne Trace;
- (q) Wayne Trace from the north line of Fletcher Ave. to New Haven Ave.;
- (r) New Haven Avenue;
- (s) Beaver Avenue from the south line of Savilla Ave. to the north line of Rudisill Boulevard.

Every operator of a vehicle, street car or other conveyance traveling upon any street intersecting any preferential street above designated shall stop such vehicle, street car or conveyance at the place where such street meets the prolongation of the nearest property line of such preferential street, subject, however, to the direction of any traffic control sign or signal or any police officer at such intersection.

The Board of Public Safety is hereby authorized and required to place and maintain or cause to be placed and maintained on each and every street intersecting a preferential street designated above, and at or near the property line of the preferential street, appropriate signs upon the street or marks in the roadway, such signs, devices or marks to bear the word "Stop" and to be located in such position and to be provided with letters of a size to be clearly legible from a distance of at least one hundred (100) feet along the street intersecting the preferential street. All such signs shall be illuminated at night or so placed as to be illuminated by the headlights of an approaching motor vehicle or by street lights.

Section 39. OPERATION OF VEHICLES ON APPROACH OF AUTHORIZED EMERGENCY VEHICLES.

Upon the approach of any authorized emergency vehicle or vehicles giving audible signal by bell, siren or exhaust whistle, the operator of every other vehicle shall immediately drive the same to a position as near as possible and parallel to the right hand edge or curb of the street, clear of any intersection, and shall stop and remain in such position until the authorized emergency vehicle or vehicles shall have passed, unless otherwise directed by a police officer; and the operator of every street car shall immediately stop such car clear of any intersection and keep it in such position until the authorized emergency vehicle or vehicles shall have passed, unless otherwise directed by a police officer,

Section 40. FOLLOWING FIRE APPARATUS PROHIBITED.

It shall be unlawful for the operator of any vehicle, other than one of official business, to follow closer than five hundred feet any fire apparatus traveling in response to a fire alarm, or any authorized emergency vehicle or to drive into or stop any vehicle within the block where fire apparatus, or any authorized emergency vehicle has stopped in answer to a fire alarm.

Section 41. CROSSING FIRE HOSE.

No street car or vehicle shall be driven over any unprotected hose of the Fire Department when laid down on any street, private driveway or street car track to be used at any fire or alarm of fire, without the consent of the Fire Marshal or Fire Department Official in command.

Section 42. LIMITATIONS ON TURNING AROUND.

It shall be unlawful for the operator of any vehicle to turn such vehicle so as to proceed in the opposite direction unless such movement can be made in safety and without backing or otherwise interfering with other traffic, providing no operator of any vehicle shall turn such vehicle so as to proceed in the opposite direction at any traffic light or within any block in the congested district.

Section 43. LIMITATIONS ON BACKING.

The operator of a vehicle shall not back the same unless such movement can be made in safety.

Section 44. EMERGING FROM ALLEY OR PRIVATE DRIVEWAY.

The operator of a vehicle emerging from an alley, driveway or building, shall stop such vehicle immediately prior to driving onto a sidewalk or onto the sidewalk area extending any alleyway.

Section 45. VEHICLES SHALL NOT BE DRIVEN ON SIDEWALK.

The operator of a vehicle shall not drive within any sidewalk area except at a permanent or temporary driveway.

Section 46. OBSTRUCTION TO OPERATOR'S VIEW OR DRIVING MECHANISM.

(a) It shall be unlawful for the operator of any vehicle to drive the same when such vehicle is so loaded, or when there are in the front seat of such vehicle such number of persons, as to obstruct the view of the operator to the front or sides, or to interfere with the operator's control over the driving mechanism of the vehicle.


(b) It shall be unlawful for any passenger in a vehicle or street car to ride in such position as to interfere with the operator's view ahead, or to the sides, or to interfere

PATENTED JULY 5, 1927





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